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Form 42-248(6) 3/07

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

1. Water Right No(s).: **45-423A 45-423B 45-424 45-439 45-440 45-442 45-2260 45-13772 45-13771**

   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

RECEIVED
MAY 23 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

4. Name of Water Right Owner/Claimant(s)

   Cranney Ranches

5. Expiration Date of Notification Period July 1, 2027

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

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

   Judy Cochran, Assistant Vice President

For Office Use Only

Received by _____ Date _____ Fee 75.00 + 150.00
Receipted by Clerk Date 5/23/12 Receipt No. 503258 | 503258 2
Processed by _____ AJ Date _____ WR _____ Date _____

SUPPORT DATA
IN FILE # 29-13949

SCANNED
MAY 25 2012

Form 42-248(6) 3/07

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

1. Water Right No(s).: **29-13984 29-13949 29-13950 29-13951 29-13952 29-13985**

   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)

   G5 Land Company

5. Expiration Date of Notification Period July 1, 2027

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

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

   _____
   Judy Cochran, Assistant Vice President

For Office Use Only

Received by _____ Date _____ Fee 150.00
Receipted by Cindi Date 5/23/12 Receipt No. 3032581
Processed by _____ AJ Date _____ WR _____ Date _____

Form 42-248(6) 3/07

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

1. Water Right No(s).: **45-13599 45-7053 45-14192 45-14190**
   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

RECEIVED
MAY 23 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

4. Name of Water Right Owner/Claimant(s)
   Cranney Ranches

5. Expiration Date of Notification Period July 1, 2027

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

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

   Judy Cochran, Assistant Vice President

For Office Use Only

Received by _____ Date _____ Fee 100.00
Receipted by _____ Date 5/23/12 Receipt No. 50 32582
Processed by _____ AJ Date _____ WR _____ Date _____

Form 42-248(6) 3/07

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

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RECEIVED
MAY 23 2012
DEPT OF WATER RESOURCES
SOUTHERN REGION

1. Water Right No(s).: **45-10258 45-10257 45-10214 45-12876 45-10215 45-10213**

   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)

   G5 Land Company

5. Expiration Date of Notification Period July 1, 2027

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

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

   _____
   Judy Cochran, Assistant Vice President

For Office Use Only

Received by _____ Date _____ Fee 150.00
Receipted by _____ Date 5/23/12 Receipt No. 5032581
Processed by _____ AJ Date _____ WR _____ Date _____

CASSIA COUNTY
Recorded for:
LAND TITLE AND ESCROW
9:38:27 am 04-06-2012
2012-001451
No. Pages: 30 Fee: $97.00
JOSEPH W. LARSEN
County Clerk
Deputy: THERESA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

#49104

Space above this line for Recorder's Use

Cranney Ranches Term Loan 2012

Term Loan #1: 10410600/dac
Term Loan #2: 10410700/dac

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Oneida and Cassia Counties, Idaho)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage is dated as of March 23, 2012. It is by CRANNEY RANCHES, an Idaho general partnership ("Cranney Ranches") and G5 LAND COMPANY, an Idaho general partnership ("G5 Land Company") (Cranney Ranches and G5 Land Company are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the original principal sum of $2,200,000 to Grantor, Arden Lee Cranney, Heidi Cranney, Ryan Cranney, Heather Cranney, Tyler Cranney and Renee Cranney under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor has or will also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Oneida and Cassia Counties, Idaho, and described in EXHIBIT A -1 and EXHIBIT A -2 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being

situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached; (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) 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 the Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) all other real or personal property described in EXHIBIT B; (t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Term Loan #1 Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of $1,400,000.00; (ii) the Term Loan #2 Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of $3,800,000.00 (the Term Loan #1 Note and the Term Loan #2 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (iii) all Hedging Obligations; and (iv) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several;(b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International") and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations

are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

2. **Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of $6,515,700.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance . Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is July 1, 2027.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

5. **Grant of Security Interest.** This mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 22 is the address for Mortgagee as secured party under the UCC. As used in this mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. **Warranty of Title.** Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. **Additional Representations.** Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties

and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business;(i) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (j) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law;(k) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable ;(l) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties;(m) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect;(n) Grantor is not the subject of any Judgment;(o) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (p) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (q)before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (r) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (s) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws;(t) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (u) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (v) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

8. **Performance of Secured Obligations**. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

9. **Maintenance and Preservation of Property**. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or

would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

10. **Compliance with Applicable Law** Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

11. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

12. **Damages and Insurance and Condemnation Proceeds**. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

13. **Site Visits, Observation and Testing.** Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Credit Agreement, and otherwise to determine Grantor's compliance with this mortgage.

14. **Defense and Notice of Claims and Actions.** At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

15. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage,

lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor; or (e) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

16. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 19, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE and SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

17. **Payments Due under this mortgage** Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

18. **Events of Default**. The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any ; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

19. **Remedies**. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent

permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 19. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

20. **Sales of Property.** Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the lien of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

21. **Additional Rights.** In addition to the rights and powers given to Mortgagee under this mortgage, Beneficiary shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

22. **Notices.** All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

23. **Mortgagee.** Without affecting the personal liability of any Person, including Grantor and Borrower, for the payment of the Secured Obligations or the lien of this mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of a ny kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

24. **Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE or ANY SECURED PARTY.

25. **Waiver of Dower, Homestead, and Distributive Share.** Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

26. **Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage.

27. **Release.** When all Secured Obligations have been paid in full and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage.

28. **Additional Provisions.** The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this mortgage and to the Property.

29. **Collateral Agency Agreement.** This mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

30. **Entire Agreement.** This mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this mortgage and any other agreements required by this mortgage, this mortgage will prevail.

31. **Other Acts.** Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any lien provided for in this mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which

Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

32. **No Waiver or Cure**. Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this mortgage.

33. **Waivers**. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

34. **Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (b) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

35. **Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 15; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

36. **Governing Law.** This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

37. **Miscellaneous.** This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

38. **INDEMNIFICATION.** GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

39. **WAIVER OF TRIAL BY JURY. GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL INDUCEMENT FOR THE SECURED PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.**

40. **Future Advances.** Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

Grantor is signing this mortgage effective as of the day and year first written above.

GRANTOR

CRANNEY RANCHES, an Idaho general partnership

Address for notices:

1310 South 600 West
Oakley, ID 83346
Attention: Arden Cranney

By: _____
ARDEN CRANNEY
PARTNER

By: _____
RYAN CRANNEY
PARTNER

STATE OF IDAHO)
) SS.
COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared ARDEN CRANNEY a/k/a ARDEN L. CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

_____
Notary Public

My commission expires: 6-30-2015

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared RYAN CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL)

Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

Address for notices:

1310 South 600 West
Oakley, ID 83346
Attention: Arden Cranney

G5 LAND COMPANY, an Idaho general partnership

By: _____
ARDEN CRANNEY
PARTNER

By: _____
RYAN CRANNEY
PARTNER

By: _____
TYLER CRANNEY
PARTNER

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared ARDEN CRANNEY a/k/a ARDEN L. CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared RYAN CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared TYLER CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL)

Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

FEDERAL RANGE MORTGAGE RIDER

The mortgagor does further covenant and agree with the mortgagee:

1. To be the lawful owner and holder of grazing leases and permits under the provisions of the Taylor Grazing Act [Title 43 U.S.C.A. Sections 315 to 315(p)], which are described as follows:

BLM Allotment	Allotment Number	Permit Number	AUMs
Churchill Poulton	04094	1102147	409
Marchant-Goose Cr.	04116	1102054	270
Alastra	04112	1102054	196

2. To pay all rent or charges due under the terms of said leases and permits, or any renewal or extension thereof, or by the rules and regulations of the United States Department of Interior or the laws of the United States.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases and permits, or renewals or extensions thereof; to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to said leases and permits.

4. To make application and do any and all things necessary to obtain extension or renewal of said leases and permits during the term of this mortgage.

5. To execute to the mortgagee, at such time as the mortgagee may require, an assignment or assignments of said leases and permits or any renewal or extension thereof, in such form as may be satisfactory to the mortgagee.

6. That in the event the mortgagor fails to pay when due any rent or charges payable under said leases and permits, or renewals or extensions thereof, or under the rules and regulations of the Department of Interior or the laws of the United States, mortgagee may make such payment and the amount paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

7. That in the event the mortgagor fails to perform all and singular the covenants,

Initials RC AC TC

conditions and agreements contained in the mortgage including this rider, or upon receipt by the mortgagee of notice of the mortgagor's failure to comply with the terms of said leases and permits, the regulations of the United States Department of Interior or the laws of the United States applicable thereto, then the mortgagee may exercise any or all rights provided by the terms of the mortgage to which the rider is attached in case of any default on the part of the mortgagor.

8. That this rider shall be a part of the mortgage to which is attached, to the same extent as if it were set out in full therein.

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STATE GRAZING LEASE MORTGAGE RIDER

For and in consideration of the sum expressed in this mortgage and the mutual covenants and conditions herein contained, the mortgagor does by these presents grant, bargain, sell and convey to said mortgagee the grazing leases executed by the State of Idaho as lessor, and the lands described therein, said leases being described as follows:

G7415 for 71 AUMS
G7150 for 150 AUMS

The mortgagor does hereby further covenant and agree:

1. To be the lawful owner and holder of said leases; to have good right to sell and convey the same; that said leases are free from all liens or encumbrances and have not been pledged or assigned as security for any indebtedness other than that secured by this mortgage; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

2. To pay all rents due or to become due under said leases or any renewals thereof in the manner provided therein, or by the laws of the state in which said lands are situate or the rules and regulations of properly constituted authorities.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases or the renewals thereof; to comply with the laws of the state in which said lands are situate and the rules and regulations of the properly constituted authorities applicable to said leases or renewals thereof.

4. To renew said leases from time to time as they may expire during the terms of this mortgage.

5. To execute to the mortgagee, at such times as the mortgagee may require, assignments of said leases or any renewals thereof in such forms as may be satisfactory to the mortgagee.

6. That said leases and any renewals thereof shall run with and attach to the land first hereinbefore described and owned in fee by the mortgagor, and upon any conveyance or transfer of said fee-owned land, the mortgagor, his heirs, executors, administrators, trustees, and assigns, shall assign to the grantee in such conveyance or transfer the mortgagor's or his successors' equity in said leases or the renewals thereof, subject to the lien of this mortgage and to the rights of the mortgagee as assignee or otherwise, as herein provided.

7. To reimburse the mortgagee for all costs and expenses incurred by it in any suit

Initials: LC AC JR

to foreclose any assignment of said leases and any renewals thereof, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder or by any assignment, including all court costs, a reasonable attorney fee, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

8. That in the event the mortgagor fails to pay when due any rent or rents payable under said leases or the renewals thereof the mortgagee may make such payment, and the amounts paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

9. That in the event the mortgagor, with consent of the mortgagee, substitutes any leases for the leases herein described, or the renewals thereof, such substituted leases and renewals thereof shall be subject to the provisions of this mortgage to the same extent as if said substituted leases or the renewals were described herein.

10. That in the event the mortgagor fails to keep and perform all and singular the covenants, conditions, and agreements contained in this mortgage, including this rider, or fails to comply with the terms of said leases or renewals thereof, or fails to comply with the laws of the state in which said lands are situate and the rules and regulations of the properly constituted authorities applicable to leases and the renewal thereof, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and the mortgagee, at its option, may proceed to foreclose either the mortgage or the assignments, or both.

11. That in the event the mortgagor shall purchase any portion of said lands he will upon request include said lands within this mortgage or assign to the mortgagee the contract for purchase in case said lands are purchased under contract. On refusal of the mortgagor to include said lands within this mortgage or to assign said contract on demand of the mortgagee, this mortgage shall become due and payable at once without notice at the option of the mortgagee.

12. To pay any fees assessed by the state for renewals, extensions, or re-assignments of state lease assignments or collateral interest riders so long as the loan remains unpaid and to pay for the release of assignments or collateral interest riders when the loan is paid in full.

13. That this rider shall be a part of the mortgage to which it is attached, to the same extent as if it were set out therein.

Initials: PC AC TC

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Initials: RC AC TC

EXHIBIT A-1 : Vested Owner – G5 Land Company

Cranney Ranches Term Loan 2012
MORTGAGE,A SSIGNMENT OF RENTS AND SECURITY AGREEMENT
Legal Description of Real Estate

Oneida County, Idaho

Parcel 1:
Township 12 south, Range 33 East of the Boise Meridian, Oneida County, Idaho.
Section 1: Lots 3 and 4, the South Half of the Northwest Quarter and the Southwest Quarter
Also:
Township 12 South, Range 33 East of the Boise Meridian, Oneida County, Idaho;
Section 11: The Northeast Quarter
Section 12: The south 138 rods of the Northwest Quarter

Parcel 2:
A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as follows:

Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-½ inch brass cap monumented stamped U.S. General Land Office Survey (1919);
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian;
Thence North 00° 09' 55" East along the East line of said Section 2, a distance of 2136.06 feet, to the Point of Beginning; thence continuing North 00 09' 55" East along the East line of Section 2, a distance of 298.69 feet;
Thence North 89° 50' 05" West perpendicular to said East line, a distance of 320.41 feet;
Thence South 00° 09' 55" West, parallel and Westerly of the East line of said Section 2, a distance of 291.67 feet, to a point on an existing fence line;
Thence South 88° 34' 47" East, along said existing fence line and the extension thereof, a distance of 320.49 feet to the Point of Beginning.

Along the above described parcel, no given width of Right-of-way was shown on Federal Aid Project S-1753(2) Arbon Valley Highway Plans (sheet 28 of 47). However Arbon Valley Highway does have a Prescriptive Easement of no less than 50 feet wide per Idaho Code 40-2312, which affects the East 25 feet of the above described parcel.

Parcel 3:
A parcel of land located in the South 1/2 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317, being the POINT OF BEGINNING;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 4964.31 feet, to a point that is 320.00 feet from the Southwest Corner of said Section 2 marked by 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023 being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023 recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144312; Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 4698.62 feet;
Thence South 0°55'44" East, following an existing fence line and extension thereof, a distance of 2287.65 feet to a point on the Northwesterly right-of-way line of Arbon Valley Highway being a point of non-tangency with a 1392.40 foot radius curve whose center bears North 39°22'12"West;
Thence following the westerly right-of-way line of the Arbon Valley Highway for the next 3 courses
(1) following said curve in a Northeasterly direction through a central angle of 48°53'34"an arc length of 1188.19 feet (the chord of said curve bears North 26° 11'01" East a distance of 1152.47 feet) to a point 40 feet westerly a perpendicular distance from Centerline Station 1018+00 of Federal Aid Project S-1753(2) of the Arbon Valley Highway

Plans;
(2) North 9°05'09" East a distance of 100.11 feet to a point 25 feet westerly a perpendicular distance from centerline Station 1019+00 of said Highway plans;
(3) North 0°09'55" East a distance of 639.74 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence South 88°34'47" East a distance of 25 feet to a point on the centerline of Arbon Valley Highway common with the East line of said section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence South 0°09'55" West, along the East line of said section 2, a distance of 2136.06 feet to the POINT OF BEGINNING.

SUBJECT TO:
The County maintained roads known as Bailey and 15000 North which have a Prescriptive right-of-way of no less than 50 feet wide per Idaho Code 40-2312 which affects the westerly and portions of the southerly 25 feet of the above described property.
ALSO SUBJECT TO:
The right of way for Arbon Valley Highway as shown on Federal Project S-1753(2) sheets 26, 27 and 28 of 47.

Excepting Therefrom:
A parcel of land located in the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho Described as follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East , Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 2642.16 feet, to the point of beginning;
Thence continuing North 89°41'05" West along the South line of said Section 2, a distance of 2322.15 feet, to a point that is 320.00 feet from the Southwest corner of said Section 2, said point marked by 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES PLS 13023, being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES PLS 13023, recorded in the Corner Perpetuation Filing Records of Oneida County as Instrument Number 144312;
Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 2644.17 feet, to the Center 1/4 Corner of said Section 2;
Thence South 00°07'17" West, along the Meridional Centerline of said Section 2, a distance of 2647.16 feet to the point of beginning.

Also;
A parcel of land located in the Northeast 1/4 of Southeast 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 00°09'55" East, along the East line of said Section 2, a distance of 2136.06 feet to the Southeast corner of the adjoining property marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence North 88°34'47" West, along the South line of the said adjoining property, a distance of 320.49 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023, the POINT OF BEGINNING;
Thence North 88°18'37" West, following an existing fence line, a distance of 259.88 feet to the corner of an existing fence line running north and south;
Thence North 0°55'44" West a distance of 499.63 feet to a point on the Latitudinal Centerline of said section 2;
Thence South 89°42'27" East, along the Latitudinal Centerline of said section 2, a distance of 589.74 feet to the East 1/4

Corner of said Section 2 being marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023 as described in Corner Perpetuation and Filing Record of Oneida County, Instrument Number 144315;
Thence South 0°09'55" West, along the East line of said section 2, a distance of 213.47 feet to the Northeast corner of the adjoining property, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023;
Thence North 89°50'05" West, perpendicular to said East line, a distance of 320.41 feet to the Northwest corner of the adjoining property marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence South 00°09'55" West, parallel and 320.41 feet from the East line of said Section 2, a distance of 291.67 feet, to the POINT OF BEGINNING.

Also;
A parcel of land located in the East 1/2 of the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 00°09'55" East, along the East line of said Section 2, a distance of 2136.06 feet to the Southeast corner of the adjoining property marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence North 88°34'47" West, along the South line of the adjoining property, a distance of 25.00 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023 the POINT OF BEGINNING;
Thence Continuing North 88°34'47" West, along the South line of the adjoining property, a distance of 295.49 feet to the Southwest corner of the adjoining property marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence North 88°18'37" West, following and the existing fence line, a distance of 259.88 feet to the corner of an existing fence line running north and south;
Thence South 0°55'44" East, following an existing fence line, a distance of 1788.02 feet to a point on the Northwesterly right-of-way line of Arbon Valley Highway being a point of non-tangency with a 1392.40 foot radius curve whose center bears North 39°22'12" West;
Thence following the westerly right-of-way line of the Arbon Valley Highway for the next 3 courses:
(1) following said curve in a northeasterly direction through a central angle of 48°53'34"an arc length of 1188.19 feet (the chord of said curve bears North 26° 11'01" East a distance of 1152.47 feet) to a point 40 feet westerly, perpendicular distance from Centerline Station 1018+00 of Federal Aid Project S-1753(2) Arbon Valley Highway Plans;
(2) North 9°05'09" East a distance of 100.11 feet to a point 25 feet westerly a perpendicular distance from Centerline Station 1019+00 of said Highway Plans;
(3) North 0°09'55" East a distance of 639.74 feet to the POINT OF BEGINNING.

Parcel 4:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, BEING MARKED BY A 2 1/2 INCH BRASS CAP MONUMENT STAMPED U.S. GENERAL LAND OFFICE SURVEY (1919);
THENCE NORTH 89° 48' 16" WEST (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 5279.47 FEET TO THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN;
THENCE NORTH 89° 41' 05" WEST ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 4964.31 FEET, TO A POINT THAT IS 320.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, THE POINT OF BEGINNING;

THENCE NORTH 00° 04' 39" EAST, BEING A PARALLEL AND EASTERLY OF THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET;
THENCE NORTH 89° 41' 05" WEST, BEING PARALLEL AND NORTHERLY OF THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET, TO A POINT OF THE WEST LINE OF SAID SECTION 2 BEING 320.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE SOUTH 00° 04' 39" WEST ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE SOUTH 89° 41' 05" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 320.00

FEET TO THE POINT OF BEGINNING.

THE COUNTY MAINTAINED ROADS KNOWN AS BAILY AND 15000 NORTH BAS A PRESCRIPTIVE EASEMENT OF NO LESS THAN 50 FEET WIDE PER IDAHO CODE 40-2312, WHICH AFFECTS THE SOUTH LAND WEST 25 FEET OF THE ABOVE DESCRIBED PARCEL.

Parcel 4A:
A parcel of land located in the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho Described as follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East , Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 2642.16 feet, to the point of beginning;
Thence continuing North 89°41'05" West along the South line of said Section 2, a distance of 2322.15 feet, to a point that is 320.00 feet from the Southwest corner of said Section 2, said point marked by 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES PLS 13023, being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES PLS 13023, recorded in the Corner Perpetuation Filing Records of Oneida County as Instrument Number 144312;
Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 2644.17 feet, to the Center 1/4 Corner of said Section 2;
Thence South 00°07'17" West, along the Meridional Centerline of said Section 2, a distance of 2647.16 feet to the point of beginning.

Subject to:
The County maintained roads known as Bailey and 15000 North which have a Prescriptive right-of-way of no less than 50 feet wide per Idaho Code 40-2312 which affects the portions of the westerly and southerly 25 feet of the above described property.

Also Subject to:
The right of way for Arbon Valley Highway as shown on Federal project S-1753(2) sheets 26,27, and 28 of 47.

EXHIBIT A-2

Cranney Ranches Term Loan 2012
MORTGAGE,A SSIGNMENT OF RENTS AND SECURITY AGREEMENT
Legal Description of Real Estate

Cassia County, Idaho

Parcel No. 1: Vested Owner: Cranney Ranches

PARCEL NO. 1:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: S½NW¼, LESS that portion deeded for highway purposes,

ALSO LESS the following described tracts:

Tract No. 1:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°01'19" West along the West line of Section 9 for a distance of 443.01 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°01'19" West along the West line of Section 9 for a distance of 212.24 feet;
Thence South 89°24'52" East for a distance of 12.04 feet to a ½ inch rebar;
Thence South 89°24'52" East for a distance of 185.19 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 18.62 feet to a ½ inch rebar, said curve having a radius of 1309.24 feet and a central angle of 00°48'54" with a long chord bearing of South 30°11'11" East for a distance of 18.62 feet;
Thence South 00°01'19" East for a distance of 196.23 feet to a ½ inch rebar;
Thence North 89°24'52" West for a distance of 206.59 feet to the Point of Beginning.

Tract No. 2:
Beginning at the W¼ section corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence North 00°01'19" West along the West line of Section 9 for a distance of 443.01 feet to a ½ inch rebar;
Thence South 89°24'52" East for a distance of 206.59 feet to a ½ inch rebar;
Thence North 00°01'19" West for a distance of 196.23 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1020.57 feet to a ½ inch rebar, said curve having a radius of 1309.24 feet and a central angle of 44°39'47" with a long chord bearing of South 52°55'38" East for a distance of 994.93 feet;
Thence South 00°29'10" West for a distance of 45.85 feet to a ½ inch rebar on the South line of the SW¼NW¼;
Thence North 89°30'49" West along the South line of the SW¼NW¼ for a distance of 999.81 feet to the Point of Beginning.

Tract No. 3:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the South line of the NW¼ for a distance of 1738.63 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°29'10" East for a distance of 50.35 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1250.75 feet to a ½ inch rebar, said curve having a radius of 1331.24 feet and a central angle of 53°49'53" with a long chord bearing of North 45°20'29" East for a distance of 1205.25 feet;

Thence South 89°30'54" East for a distance of 30.01 feet to a ½ inch rebar on the West right of way of State Highway 27;
Thence South 00°05'09" West along the West right of way of State Highway 27 for a distance of 903.72 feet to a ½ inch rebar;
Thence South 00°31'08" West along the West right of way of State Highway 27 for a distance of 1.04 feet to the South line of the NW¼;
Thence North 89°30'49" West along the South line of the NW¼ for a distance of 312.08 feet to a 5/8 inch rebar at the Northwest Corner of the NW¼NE¼NE¼SW¼;
Thence North 89°30'49" West along the South line of the NW¼ for a distance of 574.32 feet to the Point of Beginning.

Parcel No. 2: Vested Owner: Cranney Ranches

PARCEL NO. 2:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: N½SW¼, LESS that portion deeded for highway purposes,

ALSO LESS the following described tracts:

Tract No. 1:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence South 89°30'49" East along the North line of the NW¼SW¼ for a distance of 999.81 feet to a ½ inch rebar;
Thence South 00°29'10" West for a distance of 22.39 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1321.96 feet to a ½ inch rebar, said curve having a radius of 1328.77 feet and a central angle of 57°00'07" with a long chord bearing of South 47°15'35" West for a distance of 1268.11 feet;
Thence North 89°29'59" West for a distance of 55.33 feet to a ½ inch rebar;
Thence North 89°29'59" West for a distance of 14.67 feet to the West line of Section 9;
Thence North 00°06'49" East along the West line of Section 9 for a distance of 890.90 feet to the Point of Beginning;

Tract No. 2
Beginning at the W¼ section corner of Section 9 said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the North line of the SW¼ for a distance of 1738.63 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 89°30'49" East along the North line of the SW¼ for a distance of 574.32 feet to a 5/8 inch rebar at the Northwest Corner of the NE¼NE¼NE¼SW¼;
Thence South 00°11'18" West along the West line of the NE¼NE¼NE¼SW¼ for a distance of 328.13 feet to a 5/8 inch rebar the Southwest Corner of the NE¼NE¼NE¼SW¼;
Thence South 89°31'38" East along the South line of the NE¼NE¼NE¼SW¼ for a distance of 310.19 feet to a ½ inch rebar on the West right of way of State Highway 27;
Thence South 00°31'08" West along the West right of way of State Highway 27 for a distance of 495.99 feet to a ½ inch rebar;
Thence North 89°30'54" West for a distance of 30.00 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1213.76 feet to a ½ inch rebar, said curve having a radius of 1346.77 feet and a central angle of 51°38'13" with a long chord bearing of North 46°22'12" West for a distance of 1173.10 feet;
Thence North 00°29'10" East for a distance of 21.85 feet to the Point of Beginning;

Tract No. 3:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the North line of the SW¼ for a distance of 2,312.95 feet to a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 00°11'18" West 328.13 feet;
Thence South 89°31'38" East 310.19 feet;
Thence North 00°31'08" East 328.06 feet;
Thence North 89°30'49" West along the North line of the SW¼ for a distance of 312.08 feet to the Point of Beginning.

Also described as the NE¼NE¼NE¼SW¼.

Tract No. 4:
Beginning at the Southwest corner of the NW¼SW¼;
Thence East 150 feet;
Thence North 150 feet;
Thence West 150 feet;
Thence South 150 feet to the Point of Beginning.

PARCEL NO. 3: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: SE¼NW¼, Lot 2

PARCEL NO. 4: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: E½SW¼, Lots 3 and 4

PARCEL NO. 5: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: SW¼NW¼, SW¼, W½SE¼, SE¼SE¼, **EXCEPTING** the following described tract:

Beginning at the Southeast corner of the SW¼ of said Section 5, which shall be the True Point of Beginning;
Thence North 89°45' West for 295.16 feet along section line to a point;
Thence North 0°12' East for 295.16 feet to a point;
Thence South 89°45' East for 295.16 feet to a point on section line;
Thence South 0°12' West for 295.16 feet to the True Point of Beginning.

ALSO EXCEPTING the following described tract:

Beginning at a point on section line 37.38 feet South 0°22' West from the Northwest corner of the SW¼NW¼ of said Section 5, which shall be the True Point of Beginning;
Thence South 89°38' East for 179.4 feet to a point;
Thence North 0°22' East for 37.18 feet to a point;
Thence South 89°42' East for 40.0 feet to a point;
Thence South 0°22' West for 57.13 feet to a point;
Thence North 89°38' West for 219.4 feet to a point on section line;
Thence North 0°22' East for 20.0 feet to the True Point of Beginning.

PARCEL NO. 6: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: NE¼SE¼

PARCEL NO. 7:

The right to maintain a pump and apparatus on real property in Lot 1, Section 30, Township 12 South, Range 22 East, Boise Meridian, Cassia County, Idaho, as created in that certain Joint Use Agreement by and between Cranney Ranches, a partnership and LCSC Enterprises, LLC, dated May 30, 2007 and recorded on July 2, 2007 as Instrument No. 2007-316874, records of Cassia County, Idaho and assigned by Cranney Ranches, a partnership, to Rabo AgriFinance, Inc., its succesors and assigns, and consented to by LCSC Enterprises, LLC in that certain Assignment of Joint Use Agreement dated March 23, 2012 and recorded on April 6, 2012 as Instrument No. 2012-001450, records of Cassia County, Idaho.

EXHIBIT B

Cranney Ranches Term Loan 2012
MORTGAGE,A SSIGNMENT OF RENTS AND SECURITY AGREEMENT

(a) the real estate and any interest in the real estate located in Oneida and Cassia Counties, Idaho, and described in EXHIBIT A -1 and EXHIBIT A -2 (the "Land");

(b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements");

(c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements");

(d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); including water rights represented by Permit or License No. 45-423A, 45-423B, 45-424, 45-439, 45-440, 45-442, 45-2260, 45-13772, 45-13771, 45-10258, 45-10257, 45-10214, 45-12876, 45-10215, 43-13599, 45-7053, 45-14192, 45-14190, 29-13984, 29-13951, 29-13949, 29-13950, 29-13952. 29-13985 and 45-10213 issued by the Idaho Department of Water Resources;and Water Stock Certificate # 3687 for 498.48 shares Oakley Canal Company;

(e) all other tenements, hereditaments and appurtenances to the Land;

(f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights");

(g) timber now or hereafter standing or cut;

(h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases");

(i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property;

j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings");

Additional Property

associated with mortgage by Cranney Ranches and G5 Land Company on land located in Oneida and Cassia Counties, Idaho

(list specific additional Property, if any)

All water rights represented by Permit or License No. 45-423A, 45-423B, 45-424, 45-439, 45-440, 45-442, 45-2260, 45-13772, 45-13771, 45-10258, 45-10257, 45-10214, 45-12876, 45-10215, 43-13599, 45-7053, 45-14192, 45-14190, 29-13984, 29-13951, 29-13949, 29-13950, 29-13952. 29-13985; and 45-10213 issued by the Idaho Department of Water Resources.

Water Stock Certificate #3687 for 498.48 shares Oakley Canal Company.

BLM grazing rights represented by BLM Allotment Churchill Poulton, Allotment Number 04094, Permit Number 1102147 AUMs 409.

BLM grazing rights represented by BLM Allotments Marchant-Goose Cr.and Alastra Allotment Numbers 04116 and 04112 Permit Numbers 1102054 1102054 AUMs 270 196

Idaho State Grazing Leases G7150 and G7415

Microfilm No. 148252
9 Day May 2012
At 4:15 O'clock P M
Lola Bott
Oneida Co. Recorder
Fee $ 97.00 Deputy
Recorded at Request of
Northern Title Co.

Microfilm No. 148063
06 Day April 2012
At 11:30 O'clock A M
Natalie Murphy
Oneida Co. Recorder
Fee $ 97.00 Deputy
Recorded at Request of
Northern Title Co.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

Space above this line for Recorder's Use

NTO-60036

Cranney Ranches Term Loan 2012

Term Loan #1: 10410600/dac
Term Loan #2: 10410700/dac

*Re-recording to correct legalfor Parcel 1

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Oneida and Cassia Counties, Idaho)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage is dated as of March 23, 2012. It is by CRANNEY RANCHES, an Idaho general partnership ("Cranney Ranches") and G5 LAND COMPANY, an Idaho general partnership ("G5 Land Company") (Cranney Ranches and G5 Land Company are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the original principal sum of $5,220,000.00 to Grantor, Arden Lee Cranney, Heidi Cranney, Ryan Cranney, Heather Cranney, Tyler Cranney and Renee Cranney under the terms and conditions of the Credit Agreement between Grantor and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor has or will also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Oneida and Cassia Counties, Idaho, and described in EXHIBIT A -1 and EXHIBIT A -2 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being

situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached; (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) 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 the Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) all other real or personal property described in EXHIBIT B; (t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. Secured Obligations. Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Term Loan #1 Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of $1,400,000.00; (ii) the Term Loan #2 Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of $3,800,000.00 (the Term Loan #1 Note and the Term Loan #2 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (iii) all Hedging Obligations; and (iv) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International") and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations

are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

2. Future Secured Obligations. The Secured Obligations include future advances made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of $6,515,700.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this mortgage may at certain times be zero. This mortgage will remain in full force and effect notwithstanding any zero balance . Grantor shall not file for record any notice limiting the maximum amount secured by this mortgage to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances or enter into future derivatives transactions in any amount.

3. Note Maturity Date. The latest date on which any Note matures is July 1, 2027.

4. Assignment. Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

5. Grant of Security Interest. This mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee specified in Section 22 is the address for Mortgagee as secured party under the UCC. As used in this mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. Warranty of Title. Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. Additional Representations. Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties

and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (i) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (j) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (k) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable ; (l) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (m) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (n) Grantor is not the subject of any Judgment; (o) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (p) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (q)before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (r) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (s) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (t) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (u) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (v) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

8. Performance of Secured Obligations. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

9. Maintenance and Preservation of Property. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or

would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

10. Compliance with Applicable Law Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

11. Taxes and Assessments. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

12. Damages and Insurance and Condemnation Proceeds. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

13. Site Visits, Observation and Testing. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Credit Agreement, and otherwise to determine Grantor's compliance with this mortgage.

14. Defense and Notice of Claims and Actions. At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

15. Prohibited Transfers. Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage,

lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor; or (e) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

16. Compensation and Reimbursement of Costs and Expenses. Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 19, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE and SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

17. Payments Due under this mortgage Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

18. Events of Default. The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any ; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 18; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

19. Remedies. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent

permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 19. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

20. Sales of Property. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the lien of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

21. Additional Rights. In addition to the rights and powers given to Mortgagee under this mortgage, Beneficiary shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

22. Notices. All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

23. Mortgagee. Without affecting the personal liability of any Person, including Grantor and Borrower, for the payment of the Secured Obligations or the lien of this mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

24. Exculpation of Mortgagee. None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE or ANY SECURED PARTY.

25. Waiver of Dower, Homestead, and Distributive Share. Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

26. Waiver of Certain Other Laws. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage.

27. Release. When all Secured Obligations have been paid in full and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage.

28. Additional Provisions. The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this mortgage and to the Property.

29. Collateral Agency Agreement. This mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

30. Entire Agreement. This mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this mortgage and any other agreements required by this mortgage, this mortgage will prevail.

31. Other Acts. Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any lien provided for in this mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which

Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

32. No Waiver or Cure. Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this mortgage.

33. Waivers. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

34. Joint and Several Obligations. If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (b) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

35. Binding Effect; Successors and Assigns. The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 15; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

36. Governing Law. This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

37. Miscellaneous. This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

38. INDEMNIFICATION. GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

39. WAIVER OF TRIAL BY JURY. GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL INDUCEMENT FOR THE SECURED PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

40. Future Advances. Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

Grantor is signing this mortgage effective as of the day and year first written above.

148252

148063

GRANTOR

CRANNEY RANCHES, an Idaho general partnership

Address for notices:

1310 South 600 West
Oakley, ID 83346
Attention: Arden Cranney

By: _____
ARDEN CRANNEY
PARTNER

By: _____
RYAN CRANNEY
PARTNER

STATE OF IDAHO)
) SS.
COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared ARDEN CRANNEY a/k/a ARDEN L. CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

_____
Notary Public

My commission expires: 6-30-2015

148063

148252

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared RYAN CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

G5 LAND COMPANY, an Idaho general partnership

By: _____
ARDEN CRANNEY
PARTNER

By: _____
RYAN CRANNEY
PARTNER

By: _____
TYLER CRANNEY
PARTNER

Address for notices:

1310 South 600 West
Oakley, ID 83346
Attention: Arden Cranney

148252 148063

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared ARDEN CRANNEY a/k/a ARDEN L. CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 29 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared RYAN CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

148252 148063

STATE OF IDAHO)

) SS.

COUNTY OF Cassia)

On this 21 day of March, 2012 before me, the undersigned notary public in and for said county and state, personally appeared TYLER CRANNEY, to me personally known, who, being by me duly sworn, did say that he is the Partner of the general partnership that executed the within instrument; that (the seal affixed thereto is the seal of said company) (no seal has been procured by said company); that he signed (and sealed) said instrument on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(SEAL) Larry Roberts
Notary Public
State of Idaho

Notary Public

My commission expires: 6-30-2015

148252

148063

STATE GRAZING LEASE MORTGAGE RIDER

For and in consideration of the sum expressed in this mortgage and the mutual covenants and conditions herein contained, the mortgagor does by these presents grant, bargain, sell and convey to said mortgagee the grazing leases executed by the State of Idaho as lessor, and the lands described therein, said leases being described as follows:

G7415 for 71 AUMS
G7150 for 150 AUMS

The mortgagor does hereby further covenant and agree:

1. To be the lawful owner and holder of said leases; to have good right to sell and convey the same; that said leases are free from all liens or encumbrances and have not been pledged or assigned as security for any indebtedness other than that secured by this mortgage; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

2. To pay all rents due or to become due under said leases or any renewals thereof in the manner provided therein, or by the laws of the state in which said lands are situate or the rules and regulations of properly constituted authorities.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases or the renewals thereof; to comply with the laws of the state in which said lands are situate and the rules and regulations of the properly constituted authorities applicable to said leases or renewals thereof.

4. To renew said leases from time to time as they may expire during the terms of this mortgage.

5. To execute to the mortgagee, at such times as the mortgagee may require, assignments of said leases or any renewals thereof in such forms as may be satisfactory to the mortgagee.

6. That said leases and any renewals thereof shall run with and attach to the land first hereinbefore described and owned in fee by the mortgagor, and upon any conveyance or transfer of said fee-owned land, the mortgagor, his heirs, executors, administrators, trustees, and assigns, shall assign to the grantee in such conveyance or transfer the mortgagor's or his successors' equity in said leases or the renewals thereof, subject to the lien of this mortgage and to the rights of the mortgagee as assignee or otherwise, as herein provided.

7. To reimburse the mortgagee for all costs and expenses incurred by it in any suit

Initials: RC AC TR

to foreclose any assignment of said leases and any renewals thereof, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder or by any assignment, including all court costs, a reasonable attorney fee, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

8. That in the event the mortgagor fails to pay when due any rent or rents payable under said leases or the renewals thereof the mortgagee may make such payment, and the amounts paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

9. That in the event the mortgagor, with consent of the mortgagee, substitutes any leases for the leases herein described, or the renewals thereof, such substituted leases and renewals thereof shall be subject to the provisions of this mortgage to the same extent as if said substituted leases or the renewals were described herein.

10. That in the event the mortgagor fails to keep and perform all and singular the covenants, conditions, and agreements contained in this mortgage, including this rider, or fails to comply with the terms of said leases or renewals thereof, or fails to comply with the laws of the state in which said lands are situate and the rules and regulations of the properly constituted authorities applicable to leases and the renewal thereof, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and the mortgagee, at its option, may proceed to foreclose either the mortgage or the assignments, or both.

11. That in the event the mortgagor shall purchase any portion of said lands he will upon request include said lands within this mortgage or assign to the mortgagee the contract for purchase in case said lands are purchased under contract. On refusal of the mortgagor to include said lands within this mortgage or to assign said contract on demand of the mortgagee, this mortgage shall become due and payable at once without notice at the option of the mortgagee.

12. To pay any fees assessed by the state for renewals, extensions, or re-assignments of state lease assignments or collateral interest riders so long as the loan remains unpaid and to pay for the release of assignments or collateral interest riders when the loan is paid in full.

13. That this rider shall be a part of the mortgage to which it is attached, to the same extent as if it were set out therein.

Initials: RC AC TR

148252 148063

U6850Q RVSD 11-4-96
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Initials: RC AC TR

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FEDERAL RANGE MORTGAGE RIDER

The mortgagor does further covenant and agree with the mortgagee:

1. To be the lawful owner and holder of grazing leases and permits under the provisions of the Taylor Grazing Act [Title 43 U.S.C.A. Sections 315 to 315(p)], which are described as follows:

BLM Allotment	Allotment Number	Permit Number	AUMs
Churchill Poulton	04094	1102147	409
Marchant-Goose Cr.	04116	1102054	270
Alastra	04112	1102054	196

2. To pay all rent or charges due under the terms of said leases and permits, or any renewal or extension thereof, or by the rules and regulations of the United States Department of Interior or the laws of the United States.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases and permits, or renewals or extensions thereof; to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to said leases and permits.

4. To make application and do any and all things necessary to obtain extension or renewal of said leases and permits during the term of this mortgage.

5. To execute to the mortgagee, at such time as the mortgagee may require, an assignment or assignments of said leases and permits or any renewal or extension thereof, in such form as may be satisfactory to the mortgagee.

6. That in the event the mortgagor fails to pay when due any rent or charges payable under said leases and permits, or renewals or extensions thereof, or under the rules and regulations of the Department of Interior or the laws of the United States, mortgagee may make such payment and the amount paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

7. That in the event the mortgagor fails to perform all and singular the covenants,

Initials RC AC JC

conditions and agreements contained in the mortgage including this rider, or upon receipt by the mortgagee of notice of the mortgagor's failure to comply with the terms of said leases and permits, the regulations of the United States Department of Interior or the laws of the United States applicable thereto, then the mortgagee may exercise any or all rights provided by the terms of the mortgage to which the rider is attached in case of any default on the part of the mortgagor.

8. That this rider shall be a part of the mortgage to which is attached, to the same extent as if it were set out in full therein.

U6849Q RVSD 11-19-96
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Initials _____

EXHIBIT A-1 : Vested Owner – G5 Land Company

Cranney Ranches Term Loan 2012
MORTGAGE,A SSIGNMENT OF RENTS AND SECURITY AGREEMENT
Legal Description of Real Estate

148063

148252

Oneida County, Idaho

Parcel 1:
Township 12 south, Range 33 East of the Boise Meridian, Oneida County, Idaho.
Section 1: Lots 3 and 4, the South Half of the Northwest Quarter and the Southwest Quarter
Also:
Township 12 South, Range 33 East of the Boise Meridian, Oneida County, Idaho;
Section 11: The Northeast Quarter
* Section 12: The south 138 rods of the Northwest Quarter, and the North 22 Rods of the NW Quarter

Parcel 2:
A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as follows:

Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-½ inch brass cap monumented stamped U.S. General Land Office Survey (1919);
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian;
Thence North 00° 09' 55" East along the East line of said Section 2, a distance of 2136.06 feet, to the Point of Beginning; thence continuing North 00 09' 55" East along the East line of Section 2, a distance of 298.69 feet;
Thence North 89° 50' 05" West perpendicular to said East line, a distance of 320.41 feet;
Thence South 00° 09' 55" West, parallel and Westerly of the East line of said Section 2, a distance of 291.67 feet, to a point on an existing fence line;
Thence South 88° 34' 47" East, along said existing fence line and the extension thereof, a distance of 320.49 feet to the Point of Beginning.

Along the above described parcel, no given width of Right-of-way was shown on Federal Aid Project S-1753(2) Arbon Valley Highway Plans (sheet 28 of 47). However Arbon Valley Highway does have a Prescriptive Easement of no less than 50 feet wide per Idaho Code 40-2312, which affects the East 25 feet of the above described parcel.

Parcel 3:
A parcel of land located in the South 1/2 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317, being the POINT OF BEGINNING;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 4964.31 feet, to a point that is 320.00 feet from the Southwest Corner of said Section 2 marked by 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023 being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023 recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144312; Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 4698.62 feet;
Thence South 0°55'44" East, following an existing fence line and extension thereof, a distance of 2287.65 feet to a point on the Northwesterly right-of-way line of Arbon Valley Highway being a point of non-tangency with a 1392.40 foot radius curve whose center bears North 39°22'12"West;
Thence following the westerly right-of-way line of the Arbon Valley Highway for the next 3 courses
(1) following said curve in a Northeasterly direction through a central angle of 48°53'34"an arc length of 1188.19 feet (the chord of said curve bears North 26° 11'01" East a distance of 1152.47 feet) to a point 40 feet westerly a perpendicular distance from Centerline Station 1018+00 of Federal Aitl Project S-1753(2) of the Arbon Valley Highway

Plans;
(2) North 9°05'09" East a distance of 100.11 feet to a point 25 feet westerly a perpendicular distance from centerline Station 1019+00 of said Highway plans;
(3) North 0°09'55" East a distance of 639.74 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence South 88°34'47" East a distance of 25 feet to a point on the centerline of Arbon Valley Highway common with the East line of said section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence South 0°09'55" West, along the East line of said section 2, a distance of 2136.06 feet to the POINT OF BEGINNING.

SUBJECT TO:
The County maintained roads known as Bailey and 15000 North which have a Prescriptive right-of-way of no less than 50 feet wide per Idaho Code 40-2312 which affects the westerly and portions of the southerly 25 feet of the above described property.
ALSO SUBJECT TO:
The right of way for Arbon Valley Highway as shown on Federal Project S-1753(2) sheets 26, 27 and 28 of 47.

Excepting Therefrom:
A parcel of land located in the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho Described as follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East , Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 2642.16 feet, to the point of beginning;
Thence continuing North 89°41'05" West along the South line of said Section 2, a distance of 2322.15 feet, to a point that is 320.00 feet from the Southwest corner of said Section 2, said point marked by 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES PLS 13023, being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES PLS 13023, recorded in the Corner Perpetuation Filing Records of Oneida County as Instrument Number 144312;
Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 2644.17 feet, to the Center 1/4 Corner of said Section 2;
Thence South 00°07'17" West, along the Meridional Centerline of said Section 2, a distance of 2647.16 feet to the point of beginning.

Also;
A parcel of land located in the Northeast 1/4 of Southeast 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 00°09'55" East, along the East line of said Section 2, a distance of 2136.06 feet to the Southeast corner of the adjoining property marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence North 88°34'47" West, along the South line of the said adjoining property, a distance of 320.49 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023, the POINT OF BEGINNING;
Thence North 88°18'37" West, following an existing fence line, a distance of 259.88 feet to the corner of an existing fence line running north and south;
Thence North 0°55'44" West a distance of 499.63 feet to a point on the Latitudinal Centerline of said section 2;
Thence South 89°42'27" East, along the Latitudinal Centerline of said section 2, a distance of 589.74 feet to the East 1/4

Corner of said Section 2 being marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023 as described in Corner Perpetuation and Filing Record of Oneida County, Instrument Number 144315;
Thence South 0°09'55" West, along the East line of said section 2, a distance of 213.47 feet to the Northeast corner of the adjoining property, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS. 13023;
Thence North 89°50'05" West, perpendicular to said East line, a distance of 320.41 feet to the Northwest corner of the adjoining property marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence South 00°09'55" West, parallel and 320.41 feet from the East line of said Section 2, a distance of 291.67 feet, to the POINT OF BEGINNING.

Also;
A parcel of land located in the East 1/2 of the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho, Described as Follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East, Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 00°09'55" East, along the East line of said Section 2, a distance of 2136.06 feet to the Southeast corner of the adjoining property marked by a 2 inch Aluminum Cap Monument stamped RMES, PLS 13023;
Thence North 88°34'47" West, along the South line of the adjoining property, a distance of 25.00 feet to a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023 the POINT OF BEGINNING;
Thence Continuing North 88°34'47" West, along the South line of the adjoining property, a distance of 295.49 feet to the Southwest corner of the adjoining property marked by a 1/2 inch rebar with a pink plastic cap stamped RMES, PLS 13023;
Thence North 88°18'37" West, following and the existing fence line, a distance of 259.88 feet to the corner of an existing fence line running north and south;
Thence South 0°55'44" East, following an existing fence line, a distance of 1788.02 feet to a point on the Northwesterly right-of-way line of Arbon Valley Highway being a point of non-tangency with a 1392.40 foot radius curve whose center bears North 39°22'12" West;
Thence following the westerly right-of-way line of the Arbon Valley Highway for the next 3 courses:
(1) following said curve in a northeasterly direction through a central angle of 48°53'34"an arc length of 1188.19 feet (the chord of said curve bears North 26° 11'01" East a distance of 1152.47 feet) to a point 40 feet westerly, perpendicular distance from Centerline Station 1018+00 of Federal Aid Project S-1753(2) Arbon Valley Highway Plans;
(2) North 9°05'09" East a distance of 100.11 feet to a point 25 feet westerly a perpendicular distance from Centerline Station 1019+00 of said Highway Plans;
(3) North 0°09'55" East a distance of 639.74 feet to the POINT OF BEGINNING.

Parcel 4:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, BEING MARKED BY A 2 1/2 INCH BRASS CAP MONUMENT STAMPED U.S. GENERAL LAND OFFICE SURVEY (1919);
THENCE NORTH 89° 48' 16" WEST (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 5279.47 FEET TO THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 33 EAST, BOISE MERIDIAN;
THENCE NORTH 89° 41' 05" WEST ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 4964.31 FEET, TO A POINT THAT IS 320.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, THE POINT OF BEGINNING;

THENCE NORTH 00° 04' 39" EAST, BEING A PARALLEL AND EASTERLY OF THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET;
THENCE NORTH 89° 41' 05" WEST, BEING PARALLEL AND NORTHERLY OF THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET, TO A POINT OF THE WEST LINE OF SAID SECTION 2 BEING 320.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE SOUTH 00° 04' 39" WEST ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 320.00 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 2;
THENCE SOUTH 89° 41' 05" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 320.00

FEET TO THE POINT OF BEGINNING.

THE COUNTY MAINTAINED ROADS KNOWN AS BAILY AND 15000 NORTH BAS A PRESCRIPTIVE EASEMENT OF NO LESS THAN 50 FEET WIDE PER IDAHO CODE 40-2312, WHICH AFFECTS THE SOUTH LAND WEST 25 FEET OF THE ABOVE DESCRIBED PARCEL.

Parcel 4A:
A parcel of land located in the Southwest 1/4 of Section 2, Township 12 South, Range 33 East, Boise Meridian, Oneida County, Idaho Described as follows:
Commencing at the Southeast Corner of Section 1, Township 12 South, Range 33 East , Boise Meridian, being marked by a 2-1/2 inch brass cap monument stamped U.S. General Land Office Survey (1919) recorded in the Corner Perpetuation and Filing Records of Oneida County as Instrument Number 144318;
Thence North 89°48'16" West (basis of bearing per Central Meridian of the East Zone of the Idaho State Plane Coordinate System) along the South line of said Section 1, a distance of 5279.47 feet to the Southeast Corner of Section 2, Township 12 South, Range 33 East, Boise Meridian, marked by a 2 inch Aluminum Cap stamped RMES PLS 13023 as described in Corner Perpetuation and Filing Record in Oneida County as Instrument Number 144317;
Thence North 89°41'05" West, along the South line of said Section 2, a distance of 2642.16 feet, to the point of beginning;
Thence continuing North 89°41'05" West along the South line of said Section 2, a distance of 2322.15 feet, to a point that is 320.00 feet from the Southwest corner of said Section 2, said point marked by 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 00°04'39" East, being parallel and 320.00 feet East of the West line of said Section 2, a distance of 320.00 feet to a 1/2 inch rebar with pink plastic cap stamped RMES PLS 13023;
Thence North 89°41'05" West, being parallel and 320.00 North of the South line of said Section 2, a distance of 320.00 feet to a point on the West line of said Section 2, marked by a 1/2 inch rebar with a pink plastic cap stamped RMES PLS 13023, being 320.00 feet from the Southwest Corner of said Section 2;
Thence North 00°04'39" East, along the West line of said Section 2, a distance of 2326.12 feet to the West 1/4 Corner of said Section 2 marked by a 2 inch Aluminum Cap Monument stamped RMES PLS 13023, recorded in the Corner Perpetuation Filing Records of Oneida County as Instrument Number 144312;
Thence South 89°42'27" East, along the Latitudinal Centerline of said Section 2 a distance of 2644.17 feet, to the Center 1/4 Corner of said Section 2;
Thence South 00°07'17" West, along the Meridional Centerline of said Section 2, a distance of 2647.16 feet to the point of beginning.

Subject to:
The County maintained roads known as Bailey and 15000 North which have a Prescriptive right-of-way of no less than 50 feet wide per Idaho Code 40-2312 which affects the portions of the westerly and southerly 25 feet of the above described property.

Also Subject to:
The right of way for Arbon Valley Highway as shown on Federal project S-1753(2) sheets 26,27, and 28 of 47.

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EXHIBIT A-2

Cranney Ranches Term Loan 2012
MORTGAGE,A SSIGNMENT OF RENTS AND SECURITY AGREEMENT
Legal Description of Real Estate

Cassia County, Idaho

Parcel No. 1: Vested Owner: Cranney Ranches

PARCEL NO. 1:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: S½NW¼, LESS that portion deeded for highway purposes,

ALSO LESS the following described tracts:

Tract No. 1:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°01'19" West along the West line of Section 9 for a distance of 443.01 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°01'19" West along the West line of Section 9 for a distance of 212.24 feet;
Thence South 89°24'52" East for a distance of 12.04 feet to a ½ inch rebar;
Thence South 89°24'52" East for a distance of 185.19 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 18.62 feet to a ½ inch rebar, said curve having a radius of 1309.24 feet and a central angle of 00°48'54" with a long chord bearing of South 30°11'11" East for a distance of 18.62 feet;
Thence South 00°01'19" East for a distance of 196.23 feet to a ½ inch rebar;
Thence North 89°24'52" West for a distance of 206.59 feet to the Point of Beginning.

Tract No. 2:
Beginning at the W¼ section corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence North 00°01'19" West along the West line of Section 9 for a distance of 443.01 feet to a ½ inch rebar;
Thence South 89°24'52" East for a distance of 206.59 feet to a ½ inch rebar;
Thence North 00°01'19" West for a distance of 196.23 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1020.57 feet to a ½ inch rebar, said curve having a radius of 1309.24 feet and a central angle of 44°39'47" with a long chord bearing of South 52°55'38" East for a distance of 994.93 feet;
Thence South 00°29'10" West for a distance of 45.85 feet to a ½ inch rebar on the South line of the SW¼NW¼;
Thence North 89°30'49" West along the South line of the SW¼NW¼ for a distance of 999.81 feet to the Point of Beginning.

Tract No. 3:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the South line of the NW¼ for a distance of 1738.63 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°29'10" East for a distance of 50.35 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1250.75 feet to a ½ inch rebar, said curve having a radius of 1331.24 feet and a central angle of 53°49'53" with a long chord bearing of North 45°20'29" East for a distance of 1205.25 feet;

Thence South 89°30'54" East for a distance of 30.01 feet to a ½ inch rebar on the West right of way of State Highway 27;
Thence South 00°05'09" West along the West right of way of State Highway 27 for a distance of 903.72 feet to a ½ inch rebar;
Thence South 00°31'08" West along the West right of way of State Highway 27 for a distance of 1.04 feet to the South line of the NW¼;
Thence North 89°30'49" West along the South line of the NW¼ for a distance of 312.08 feet to a 5/8 inch rebar at the Northwest Corner of the NW¼NE¼NE¼SW¼;
Thence North 89°30'49" West along the South line of the NW¼ for a distance of 574.32 feet to the Point of Beginning.

Parcel No. 2: Vested Owner: Cranney Ranches

PARCEL NO. 2:
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: N½SW¼, LESS that portion deeded for highway purposes,

ALSO LESS the following described tracts:

Tract No. 1:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the Point of Beginning;
Thence South 89°30'49" East along the North line of the NW¼SW¼ for a distance of 999.81 feet to a ½ inch rebar;
Thence South 00°29'10" West for a distance of 22.39 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1321.96 feet to a ½ inch rebar, said curve having a radius of 1328.77 feet and a central angle of 57°00'07" with a long chord bearing of South 47°15'35" West for a distance of 1268.11 feet;
Thence North 89°29'59" West for a distance of 55.33 feet to a ½ inch rebar;
Thence North 89°29'59" West for a distance of 14.67 feet to the West line of Section 9;
Thence North 00°06'49" East along the West line of Section 9 for a distance of 890.90 feet to the Point of Beginning;

Tract No. 2
Beginning at the W¼ section corner of Section 9 said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the North line of the SW¼ for a distance of 1738.63 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 89°30'49" East along the North line of the SW¼ for a distance of 574.32 feet to a 5/8 inch rebar at the Northwest Corner of the NE¼NE¼NE¼SW¼;
Thence South 00°11'18" West along the West line of the NE¼NE¼NE¼SW¼ for a distance of 328.13 feet to a 5/8 inch rebar the Southwest Corner of the NE¼NE¼NE¼SW¼;
Thence South 89°31'38" East along the South line of the NE¼NE¼NE¼SW¼ for a distance of 310.19 feet to a ½ inch rebar on the West right of way of State Highway 27;
Thence South 00°31'08" West along the West right of way of State Highway 27 for a distance of 495.99 feet to a ½ inch rebar;
Thence North 89°30'54" West for a distance of 30.00 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1213.76 feet to a ½ inch rebar, said curve having a radius of 1346.77 feet and a central angle of 51°38'13" with a long chord bearing of North 46°22'12" West for a distance of 1173.10 feet;
Thence North 00°29'10" East for a distance of 21.85 feet to the Point of Beginning;

Tract No. 3:
Beginning at the W¼ section Corner of Section 9, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence South 89°30'49" East along the North line of the SW¼ for a distance of 2,312.95 feet to a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 00°11'18" West 328.13 feet;
Thence South 89°31'38" East 310.19 feet;
Thence North 00°31'08" East 328.06 feet;
Thence North 89°30'49" West along the North line of the SW¼ for a distance of 312.08 feet to the Point of Beginning.

Also described as the NE¼NE¼NE¼SW¼.

Tract No. 4:
Beginning at the Southwest corner of the NW¼SW¼;
Thence East 150 feet;
Thence North 150 feet;
Thence West 150 feet;
Thence South 150 feet to the Point of Beginning.

PARCEL NO. 3: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: SE¼NW¼, Lot 2

PARCEL NO. 4: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: E½SW¼, Lots 3 and 4

PARCEL NO. 5: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: SW¼NW¼, SW¼, W½SE¼, SE¼SE¼, **EXCEPTING** the following described tract:

Beginning at the Southeast corner of the SW¼ of said Section 5, which shall be the True Point of Beginning;
Thence North 89°45' West for 295.16 feet along section line to a point;
Thence North 0°12' East for 295.16 feet to a point;
Thence South 89°45' East for 295.16 feet to a point on section line;
Thence South 0°12' West for 295.16 feet to the True Point of Beginning.

ALSO EXCEPTING the following described tract:

Beginning at a point on section line 37.38 feet South 0°22' West from the Northwest corner of the SW¼NW¼ of said Section 5, which shall be the True Point of Beginning;
Thence South 89°38' East for 179.4 feet to a point;
Thence North 0°22' East for 37.18 feet to a point;
Thence South 89°42' East for 40.0 feet to a point;
Thence South 0°22' West for 57.13 feet to a point;
Thence North 89°38' West for 219.4 feet to a point on section line;
Thence North 0°22' East for 20.0 feet to the True Point of Beginning.

PARCEL NO. 6: Vested Owner: Cranney Ranches
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: NE¼SE¼

PARCEL NO. 7:

The right to maintain a pump and apparatus on real property in Lot 1, Section 30, Township 12 South, Range 22 East, Boise Meridian, Cassia County, Idaho, as created in that certain Joint Use Agreement by and between Cranney Ranches, a partnership and LCSC Enterprises, LLC, dated May 30, 2007 and recorded on July 2, 2007 as Instrument No. 2007-316874, records of Cassia County, Idaho and assigned by Cranney Ranches, a partnership, to Rabo AgriFinance, Inc., its succesors and assigns, and consented to by LCSC Enterprises, LLC in that certain Assignment of Joint Use Agreement dated March 23, 2012 and recorded on April____, 2012 as Instrument No._____, records of Cassia County, Idaho.

EXHIBIT B

Cranney Ranches Term Loan 2012
MORTGAGE,A SSIGNMENT OF RENTS AND SECURITY AGREEMENT

(a) the real estate and any interest in the real estate located in Oneida and Cassia Counties, Idaho, and described in EXHIBIT A -1 and EXHIBIT A -2 (the "Land");

(b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements");

(c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements");

(d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); including water rights represented by Permit or License No. 45-423A, 45-423B, 45-424, 45-439, 45-440, 45-442, 45-2260, 45-13772, 45-13771, 45-10258, 45-10257, 45-10214, 45-12876, 45-10215, 43-13599, 45-7053, 45-14192, 45-14190, 29-13984, 29-13951, 29-13949, 29-13950, 29-13952. 29-13985 and 45-10213 issued by the Idaho Department of Water Resources;and Water Stock Certificate # 3687 for 498.48 shares Oakley Canal Company;

(e) all other tenements, hereditaments and appurtenances to the Land;

(f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights");

(g) timber now or hereafter standing or cut;

(h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases");

(I) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property;

J) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings");

(k) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock") and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in EXHIBIT B attached;

(l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and all other general intangibles described in EXHIBIT B;

(m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in EXHIBIT B attached;

(n) all permits and licenses relating or pertaining to the use or enjoyment of the Property;

(o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims");

(p) 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 the Real Estate (the "Condemnation Awards");

(q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties possession;

(r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements;

(s) all other real or personal property described in EXHIBIT B;

(t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and

(u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

Additional Property

associated with mortgage by Cranney Ranches and G5 Land Company on land located in Oneida and Cassia Counties, Idaho

(list specific additional Property, if any)

All water rights represented by Permit or License No. 45-423A, 45-423B, 45-424, 45-439, 45-440, 45-442, 45-2260, 45-13772, 45-13771, 45-10258, 45-10257, 45-10214, 45-12876, 45-10215, 43-13599, 45-7053, 45-14192, 45-14190, 29-13984, 29-13951, 29-13949, 29-13950, 29-13952. 29-13985; and 45-10213 issued by the Idaho Department of Water Resources.

Water Stock Certificate #3687 for 498.48 shares Oakley Canal Company.

BLM grazing rights represented by BLM Allotment Churchill Poulton, Allotment Number 04094, Permit Number 1102147 AUMs 409.

BLM grazing rights represented by BLM Allotments Marchant-Goose Cr.and Alastra Allotment Numbers 04116 and 04112 Permit Numbers 1102054 1102054 AUMs 270 196

Idaho State Grazing Leases G7150 and G7415

Rabo AgriFinance

Deborah Asberry-Chua
Loan Closing Specialist
Office Address 12443 Olive Blvd
Suite 50
St. Louis, MO 63141
Tel 314-317-8151
Fax 877-655-9513
Deborah.Asberry-Chua@raboag.com

May 21, 2012

Idaho Department of Water Resources
Attn: Southern Region
13414 Fillmore St. Suite 200
Twin Falls, ID 83301-3380

Re: Loan #10410600 & 10410700
Cranney Ranches and G5 Land Company

Enclosed are four (4) Notices of Security Interest in a Water Right, two checks for the fees, and a copy of the two (2) recorded Mortgages for your files. Please return acknowledgement to my attention in the enclosed self addressed stamped envelope.

Contact me with any questions you my have.

Sincerely,

Deborah Asberry-Chua,
Loan Closing Specialist

enclosures

RECEIVED
MAY 2 3 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION