

RECEIVED

MAY 05 2011

Department of Water Resources
Eastern Region

Form 42-248(6) 3/07

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): #32-4001D, #32-7034D, #32-2120A, #32-2120B, #32-7022AF, #32-7057E,
#32-7072B, #32-7094E, #32-7034E, and #32-13239

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.

SUPPORT DATA

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

IN FILE # 32-2120ARABO AGRIFINANCE, INC.12443 OLIVE BLVD., SUITE 50ST. LOUIS, MO 63141

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

BLF, LLC and Blaine Larsen and Connie Larsen

5. Expiration Date of Notification Period _____

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

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

Shirley L. Dobbs
Shirley L. Dobbs, Vice-President**For Office Use Only**Received by [Signature]
Receipted by [Signature]
Processed by _____ AJDate 5/5/2011
Date 5/5/2011
Date _____Fee \$250.00
Receipt No. E030626
WR _____ Date _____

FIRST AMERICAN TITLE

351398

Instrument # 387820

RIGBY, JEFFERSON, IDAHO

2010-10-29 04:54:09 PM No. of Pages: 3

Recorded for: FIRST AMERICAN TITLE - RI

CHRISTINE BOULTER

Fee: 16.00

Ex-Officio Recorder Deputy LKinghorn

Index To: PARTIAL RELEASE OF MORTGAGE

Electronically Recorded by Simplifile

Loan No. 41300300 & 41300400 aj

IDAHO DEED OF PARTIAL RELEASE

WHEREAS, BLAINE LARSEN FARMS, INC., an Idaho corporation, and BLF LAND, LLC, an Idaho limited liability company, executed a certain Mortgage or Deed of Trust unto RABO AGRIFINANCE, INC., as Collateral Agent (hereinafter referred to as "Lender") dated the 17th day of APRIL, 2009, to secure the payment of a Note or Bond of even date therewith, in the aggregate sum of FORTY-TWO MILLION, NINE HUNDRED THOUSAND AND NO/100 Dollars \$42,900,000.00) recorded in CLARK County, Idaho, in Microfile No. 53122; also recorded in FREMONT County, Idaho, as Instrument No. 522432; and also recorded in JEFFERSON County, Idaho, on Microfilm No. 376132; which Idaho Mortgage was modified by MODIFICATION AGREEMENT dated September 1, 2009, and recorded in CLARK County, Idaho, in Microfile No. 53411; also recorded in FREMONT County, Idaho, as Instrument No. 525496; and also recorded in JEFFERSON County, Idaho, as Instrument No. 380742.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said Lender, for valuable consideration unto it paid at the execution and delivery hereof, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the owner or owners thereof, the following described real property in JEFFERSON County, Idaho, to wit:

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME WITH THE APPURTENANCES unto the said owner or owners, forever freed, exonerated and discharged of and from the aforesaid lien.

PROVIDED always, nevertheless, that nothing herein contained shall in anywise affect, alter or diminish the aforesaid lien or encumbrance on the remaining part of the real property described therein, or the remedies at law for recovering from the parties liable to pay the same the balance of said principal sum, with interest, secured thereby.

IN WITNESS WHEREOF, the Lender has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer this 26TH day of OCTOBER, 2010.

APPROVED



**RABO AGRIFINANCE, INC., as
Collateral Agent**

By:


Todd Hansen, Sr. Vice President



FIRST AMERICAN TITLE

354398

Recorded Electronically

ID 387826

County Jefferson

Date 10-29-10 Time 4:54

Simplifile.com 800.400.5657

Loan No. 41300300 & 41300400 aj

IDAHO DEED OF PARTIAL RELEASE

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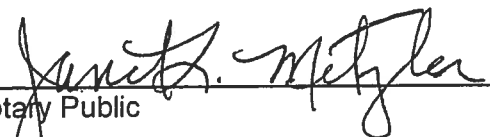
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On October 26, 2010, before me, JANET L. METZLER, a Notary Public in and for the State of Missouri, personally appeared TODD HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

WITNESS my hand and official seal.

(SEAL)





Notary Public

My commission expires: 1-30-2013

EXHIBIT A

- Legal description of security to be released -

All in Jefferson County, Idaho:

Township 8 North, Range 33 East, BM: Section 16: All
(Pivots 113, 114, 117, 118 – Water Rights #32-13207 and #32-13209)

AND

Parcel 1: (Farm Parcel to Include Irrigation Pivot Nos. 336, 337 and 369)

Part of Section 15 and 22 of Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho described as:

Commencing at the Northwest corner of Section 22 from which the North ¼ corner of said section bears N89°31.03.E 2682.13 feet; thence N00°22.53.E 88.22 to the South line of a county road; thence along said county road the following two (2) courses: (1) S87°58.56.E 104.96 feet; (2) S89°44.16.E 712.40 feet to the centerline of Camas Creek, said point being the point of beginning; thence along said center line the following twenty two (22) courses: (1) S03°24.21.W 74.59 feet to a point on the north line of said Section 22; (2) thence S03°24.21.W 341.90 feet; (3) thence S00°46.03.E 497.93 feet; (4) thence S08°48.02.W 294.93 feet; (5) thence S02°07.27.W 104.84 feet; (6) thence S05°00.32.W 164.10 feet; (7) thence S03°54.39.W 162.96 feet; (8) thence S06°13.36.W 157.50 feet; (9) S05°08.11.W 286.26 feet; (10) S10°47.57.W 96.58 feet; (11) S03°35.26.W 265.05 feet; (12) S09°21.00.W 271.05 feet; (13) S12°47.58.W 54.45 feet; (14) S01°18.34.W 54.20 feet; (15) S12°41.57.W 97.90 feet; (16) S21°42.10.W 47.88 feet; (17) S24°34.20.W 99.55 feet; (18) S27°39.43.W 102.06 feet; (19) S32°49.09.W 141.17 feet; (20) S36°34.51.W 48.48 feet; (21) S40°16.14.W 36.02 feet; (22) S49°42.14.W 465.31 feet to a point on a fence line extended to the West line of said Section 22; thence S00°11.54.W 1756.09 feet along said West line to the Southwest corner of said section; thence N89°51.15.E 4004.82 feet along the South line of said section to the East 1/16th line of said section; thence N00°29.17.E 5317.68 along said 1/16th line to the North line of said section, said point being more or less on the South side of a gravel road; thence along said gravel road the following two (2) courses: (1) N89°16.17.W 1911.25 feet; (2) N88°58.36.W 1294.28 feet to the point of beginning.

FIRST AMERICAN TITLE

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
12443 OLIVE BOULEVARD
SUITE 50
ST. LOUIS, MO 63141

Instrument # 387819

RIGBY, JEFFERSON, IDAHO
2010-10-29 04:54:09 PM No. of Pages: 13
Recorded for: FIRST AMERICAN TITLE - RI
CHRISTINE BOULTER Fee: 46.00
Ex-Officio Recorder Deputy LKinghorn
Index To: MORTGAGE
Electronically Recorded by Simplifile

354398

Loan Nos. 41300300 and 41300400

SUPPLEMENTAL

IDAHO SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

(REVOLVING LINE OF CREDIT)

THIS INSTRUMENT IS INTENDED AS A SUPPLEMENTAL MORTGAGE AND AS A
FIXTURE FILING UNDER THE IDAHO UNIFORM COMMERCIAL CODE.

THIS INSTRUMENT IS TO BE FILED AND INDEXED AS
BOTH A MORTGAGE AND AS A FIXTURE FILING

THIS SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (REVOLVING LINE OF CREDIT) ("Mortgage"), dated as of the 28th day of September, 2010 is made between BLF Land, LLC, an Idaho limited liability company, and Blaine Larsen, aka Blaine L. Larsen, and Connie Larsen, aka Connie L. Larsen, whose address is 2379 E. 2300 N., HAMER, ID 83425, hereinafter called "Mortgagor," and RABO AGRIFINANCE, INC., a corporation organized and existing under the laws of Delaware ("RAF"), whose address is P.O. Box 411995, St. Louis, Missouri 63141; RABOBANK, N.A. ("RNA"), whose address is P.O. Box 1845, El Centro, California 92244; and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland" ("RN"), whose address is 245 Park Avenue, New York, New York 10167 (RAF, RNA and RN, unless otherwise indicated, together with their successors and assigns, are hereinafter, individually or collectively, referred to as "Mortgagee") and RAF as collateral agent (the "Collateral Agent") for the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the aggregate sum of FORTY-TWO MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$42,900,000.00) with interest, all as set forth in that certain credit agreement (which, together with any notes and/or guaranties and/or any Hedging Agreements containing Hedging Obligations described below, are collectively referred to as the "Note") dated April 17, 2009, which is comprised of a term loan in the amount of \$15,000,000.00 maturing JANUARY 1, 2024 and a line of credit loan in the amount of \$27,900,000.00 maturing JANUARY 1, 2024, .

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

Initials

BL CA

FIRST AMERICAN TITLE

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
12443 OLIVE BOULEVARD
SUITE 50
ST. LOUIS, MO 63141

Recorded Electronically	
ID	387819
County	Jefferson
Date	10-29-10 Time 4:54
Simplifile.com 800.460.5657	

354398

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Initials BL CA

WITNESSETH, That the Mortgagor, for the purpose of securing the debt hereinafter referred to, with interest thereon, and the performance of the agreements and covenants herein contained, and in consideration of the indebtedness and a release of other real property of even date herewith as described in that Idaho Mortgage dated April 17, 2009, and recorded in CLARK County, Idaho, in Microfile No. 53122; also recorded in FREMONT County, Idaho, as Instrument No. 522432; and also recorded in JEFFERSON County, Idaho, on Microfilm No. 376132; which Idaho Mortgage was modified by MODIFICATION AGREEMENT dated September 1, 2009, and recorded in CLARK County, Idaho, in Microfile No. 53411; also recorded in FREMONT County, Idaho, as Instrument No. 525496; and also recorded in JEFFERSON County, Idaho, as Instrument No. 380742, does by these presents Grant, Bargain, sell, convey, warrant and confirm unto the Mortgagee, and its successors and assigns, the following described real estate ("Real Estate") situate in JEFFERSON County and CLARK County, Idaho, to wit:

See attached Exhibit 'A' which is incorporated herein by reference.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amount specified in the immediately preceding paragraph, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Mortgagor, Collateral Agent or Mortgagee, prior to the maturity date of this Mortgage, may make future advances to Mortgagor. Such future advances, together with interest thereon, are secured by this Mortgage in accordance with Idaho Code Section 45-108 as amended.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note, along with (1) payment of the entire indebtedness and other obligations evidenced by the following promissory note(s), and/or guaranty(s) executed by Mortgagor to the applicable Mortgagee or order and all modifications, amendments, replacements, substitutions, extensions and renewals thereof along with all Hedging Obligations:

[] The following additional new or existing Promissory Notes:

- Note dated N/A in the stated principal amount of 0 Dollars
- Note dated N/A in the stated principal amount of 0 Dollars

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

(2) the payment of such additional loans or advances and such other debts, obligations and liabilities of every kind and character, of Mortgagor or the maker of the Note, evidenced by a promissory note, guaranty or otherwise, whether one or more, now existing or arising in the future, in favor of the applicable Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to the applicable Mortgagee or any other person; PROVIDED HOWEVER, THAT, such other additional loans, advances, debts, obligations and liabilities shall be secured

by this Mortgage only if the promissory note, guaranty, or other document evidencing such shall recite that it is to be secured by this Mortgage; and provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Mortgage; (4) payment and performance of each agreement of Mortgagor in this Mortgage; (5) payment of all sums expended or advanced by Collateral Agent or Mortgagee to protect the security of this Mortgage, said real property or said collateral, with interest thereon at the rate per annum after default or maturity set forth in said Promissory Note or any Credit Agreement (as hereinafter defined); (6) the words "Hedging Obligations" mean all obligations, indebtedness, and liabilities of Mortgagor to Mortgagee, or any other affiliate of Mortgagee, arising pursuant to any Hedging Agreements, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, joint, several, joint and several, including without limitation, all fees, costs, expenses (including attorney's fees and expenses) provided for in such Hedging Agreements. The words "Hedging Agreements" mean any interest rate swap, interest rate cap, interest rate collars or other similar agreement or instrument entered into by Mortgagee, or any other affiliate of Mortgagee, with Mortgagor, for the purpose of hedging interest rate risk; and (7) all obligations as defined in or provided for in any Credit Agreement, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Collateral Agent and Mortgagee all the property (the "Property") hereinafter described, to wit:

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

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

- II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor, Collateral Agent and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.
- III. Certificates numbered n/a representing n/a shares of the capital stock of 0 and the water rights represented thereby (If no entries, this granting clause is inapplicable).
- IV. All water rights represented by permits or Licenses issued by the Idaho Department of Water Resources.
- V. All water rights represented by Claim No. n/a filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. n/a (If no entries, this granting clause is inapplicable).

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, ditches, ditch rights, water wells and well rights, all perfected and inchoate rights to the development, extraction and use of appropriated groundwater and aquifer water and drainage rights appertaining thereto (which together with the water rights referred to in IV. above are collectively referred to as the "Water Assets"); (3) Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, irrigation equipment, machinery and other articles now or hereafter erected on, affixed or attached to, said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Collateral Agent or Mortgagee herein); and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Collateral Agent for the benefit of Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, irrigation equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies,

substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Deed of Trust shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Collateral Agent or Mortgagee.

TO HAVE AND TO HOLD the same unto the Collateral Agent for the benefit of Mortgagee, their successors and assigns, forever.

PROVIDED ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Notes and the interest thereon at the times and places and in the manner specified in the Note, or any credit agreement or similar document between Mortgagor and any Mortgagee (the "Credit Agreement") and all other sums that may become due and owing to the Collateral Agent or Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, determine and be void and shall be released by the Collateral Agent or Mortgagee at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note, the Credit Agreement and this Mortgage, or either; (b) to pay all amounts owing under the Hedging Agreements; (c) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Collateral Agent or Mortgagee, become due and payable; (d) to keep the Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Collateral Agent or Mortgagee; and (e) to maintain and deliver to the Collateral Agent or Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Collateral Agent or Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Collateral Agent or Mortgagee; in the event of loss the Collateral Agent or Mortgagee is expressly authorized to settle or compromise claims under said policies and the

proceeds shall be paid to the Collateral Agent and/or Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (f) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (g) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Collateral Agent or Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (h) in the event the Mortgagor shall fail to comply with the provisions of (a) through (g) above, the Collateral Agent or Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Collateral Agent or Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Collateral Agent or Mortgagee; (i) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Collateral Agent or Mortgagee and applied in full or in part at the option of the Collateral Agent or Mortgagee in reduction of the indebtedness hereby secured; (j) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Collateral Agent or Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (k) the Collateral Agent or Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (l) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Collateral Agent or Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (h) above shall be at the rate set forth in the Note or any Credit Agreement for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

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

or Mortgagee under the laws of the state wherein the Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

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

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

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Collateral Agent and Mortgagee and hold Collateral Agent and Mortgagee harmless against any loss, damage, or liability suffered by the Collateral Agent and Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Collateral Agent or Mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning its operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

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

EIGHTH. With respect to Property which may now or hereafter be characterized by law as personal property, this Mortgage shall constitute a Security Agreement between Mortgagor, Collateral Agent and Mortgagee, and, cumulative of all other rights of Collateral Agent and Mortgagee. Hereunder, Collateral Agent or Mortgagee shall have all rights conferred upon secured parties by the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the Real Estate is located. Until the lien of this Mortgage is released or satisfied of record, Mortgagor authorizes Collateral Agent or Mortgagee to file one or more financing statements and continuation statements, at Mortgagor's expense, describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Collateral Agent or Mortgagee, and agrees, if requested by Collateral Agent or Mortgagee so to do, to execute one or more Financing Statements covering such Collateral, in the manner and form required by law and to the satisfaction of Collateral Agent or Mortgagee. On demand, Mortgagor will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Collateral Agent or Mortgagee to establish and maintain the validity and priority of the security interest of Collateral Agent and Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Collateral Agent or Mortgagee. Collateral Agent or Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default Collateral Agent or Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Collateral Agent or Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Collateral Agent or Mortgagee may at its option dispose of the

Collateral in accordance with Collateral Agent's or Mortgagee's rights and remedies in respect of the Real Estate pursuant to the provisions of this Mortgage in lieu of proceeding under the UCC. Mortgagor hereby warrants, represents and covenants that (a) the Collateral will be kept on or at the Real Estate described herein and Mortgagor will not remove the Collateral from the Real Estate without the prior written consent of Collateral Agent or Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief executive officer or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

NINTH. It is understood and agreed that a material factor in inducing the Mortgagee to make this loan to the Mortgagor is the unique status of the agricultural industry and the expertise and financial strength of the Mortgagor. In the event the Mortgagor ceases to own the mortgaged property, the security for this loan is thereby deemed to be impaired. Consequently, in the event that all or any portion of the Real Estate, including any Water Assets, is sold, contracted for sale, leased with the option to purchase, conveyed, alienated, transferred, or if the Mortgagor is a corporation, or a partnership, or a limited liability company more than forty-nine percent (49%) of either the corporation stock, partnership interests or member interests is sold, contracted for sale, conveyed, alienated, transferred, or otherwise disposed of, whether voluntary or involuntary, by operation of law or otherwise to persons other than owners at the date of this Mortgage and their heirs prior to the time the indebtedness secured hereby shall have been paid, then, at the option of the Collateral Agent or Mortgagee, the entire said indebtedness shall become due and payable and the Collateral Agent or Mortgagee may exercise any of its rights and remedies provided for in the Mortgage.

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

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

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

(b) To the extent the Property does contain or in the future is cultivated to grow any variety of Permanent Plantings that is or may be subject to IP Rights, Mortgagor represents and warrants that Mortgagor is or shall be the owner of such IP Rights free and clear of any claim, right, title, interest or lien of any other person, Mortgagor has or shall notify Mortgagee in writing of the existence of such IP Rights and Mortgagor does hereby, has or shall grant Mortgagee a

security interest in and a lien upon all of Mortgagor's right, title and interest in, to and under, whether now owned or hereafter created in IP Rights, all cash and non-cash proceeds and products of the IP Rights and all causes of action, past, present and future for infringement, misappropriation or dilution of any of the IP Rights or unfair competition regarding the same.

TWELFTH. This Mortgage, is subject to any Collateral Agency Agreement between RAF and RN.

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

BLF LAND, LLC, an Idaho limited liability company

By: Blaine L. Larsen
BLAINE LARSEN,
aka BLAINE L. LARSEN, Sole Member and
President/Manager

Blaine L. Larsen
BLAINE LARSEN, aka BLAINE L. LARSEN

Connie L. Larsen
CONNIE LARSEN, aka CONNIE L. LARSEN

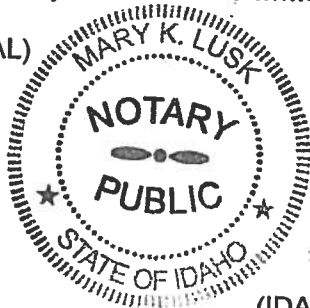
(IDAHO LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF IDAHO)
COUNTY OF Jefferson) SS:

On this 23rd day of October 2010, personally appeared Blaine Larsen, known or identified to me to be one of the members in the limited liability company of BLF Land, LLC, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he/she executed the same in said limited liability company name.

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

(SEAL)



Mary K. Lusk
Notary Public for Idaho
Residing at Rexburg, ID
My commission expires 1/11/12

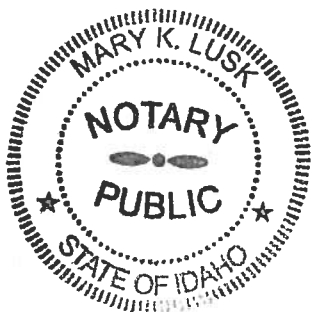
(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
COUNTY OF Jefferson) SS:

On this 23rd day of October 2010, personally appeared BLAINE LARSEN AND CONNIE LARSEN, known or identified to me to be the individuals that executed the foregoing instrument and acknowledged to me that they executed the same.

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

(SEAL)



Mary K. Lusk
Notary Public for Idaho
Residing at Rexburg, ID
My commission expires 1/11/12

Loan Nos. 41300300
41300400

EXHIBIT A – LEGAL DESCRIPTION

Real property in the County of Clark and Jefferson, State of Idaho, described as follows:

CLARK COUNTY

Township 9 North, Range 34 E.B.M., Clark County, Idaho

Section 8: SE $\frac{1}{4}$,
EXCEPTING THEREFROM: That portion conveyed to Clark County, recorded February 1, 1982, as Instrument No. 36558, more particularly described as follows: Beginning at the SE Corner of said Section 8; thence N. 89°40'08" W. 2639.65 feet, more or less, along the South section line of said section to the center of section line; thence North along the center of section line 30 feet; thence S. 89°49'08" E. 2589.65 feet, more or less; thence N. 0°21'16" E. 2629.00 feet, more or less, to the center of section line; thence East 50 feet to the East section line of said section; thence S. 0°21'16" W. 2659.00 feet along the East section line to the point of beginning.

Section 10: W $\frac{1}{2}$,
EXCEPTING THEREFROM: County road right of way along the West side of said Section.

Water Rights - #32-4001D, #32-7034D, #32-2120A, #32-2120B, #32-7022AF,
#32-7057E, #32-7072B, #32-7094E, #32-7034E, and #32-13239).

JEFFERSON COUNTY

Township 8 North, Range 33 E.B.M., Jefferson County, Idaho

Section 8: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as: Commencing at the E $\frac{1}{4}$ Corner of said Section 8 and running thence N. 89°57'09" W. 1324.89 feet; thence N. 00°05'51" W. 10.41 feet to the P.C. of a non tangent curve to the left; thence along said curve 2044.98 feet (Curve Data, Delta = 89°32'06", R = 1308.64 feet) chord bears N. 44°38'12" E. 1843.17 feet; thence S. 89°59'17" E. 28.22 feet to the NE Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 00°04'18" E. 1323.06 feet along the Section line to the point of beginning,
EXCEPT County road along the East side of said property.

ALSO Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 described as: Commencing at the E $\frac{1}{4}$ Corner of said Section 8 and running thence S. 00°04'17" E. 1323.05 feet along the Section line to the SE Corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 89°58'10" W. 32.02 feet to the P.C. of a non tangent curve to the left; thence along said curve 2057.58 feet; (Curve Data, Delta = 90°20'16", R = 1305.00 feet) chord bears N. 44°22'36" W. 1850.98 feet; thence N. 00°05'51" W. 1.13 feet; thence S. 89°57'09" E. 1324.89 feet to the point of beginning,
EXCEPT County road along the East side of said property.

EXHIBIT B

Clark County, Idaho

Irrigation Equipment:

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). See attached Exhibit "A"

Including but not limited to:

- (3) 9 tower Valley center pivots
- 125 hp 1775 rpm G.E. motor with a turbine pump (Pump 132)
- 100 hp 1765 rpm G.E. motor with a Johnston turbine pump (Pump 149)
- 125 hp 1770 rpm G.E. motor with a Peerless turbine pump (Pump 150)
- Approximately 2,680 feet of buried and above ground mainline, various size diameter

Jefferson County, Idaho

Three (3) 79' wide by 317' long 130,000 cwt Behlen Curvet potato cellars, built in 2000.

FIRST AMERICAN TITLE

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
12443 OLIVE BOULEVARD
SUITE 50
ST. LOUIS, MO 63141

Microfile No. 53974
29 DAY OCT 2010
At 04 O'Clock 52 M
Clark Co. Recorder Lisa Black
Fee \$46.00
MSerrano Deputy
Recorded at Request of
FIRST AMERICAN TITLE - RI

354398

Loan Nos. 41300300 and 41300400

SUPPLEMENTAL

IDAHO SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

(REVOLVING LINE OF CREDIT)

THIS INSTRUMENT IS INTENDED AS A SUPPLEMENTAL MORTGAGE AND AS A
FIXTURE FILING UNDER THE IDAHO UNIFORM COMMERCIAL CODE.

THIS INSTRUMENT IS TO BE FILED AND INDEXED AS
BOTH A MORTGAGE AND AS A FIXTURE FILING

THIS SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (REVOLVING LINE OF CREDIT) ("Mortgage"), dated as of the 28th day of September, 2010 is made between BLF Land, LLC, an Idaho limited liability company, and Blaine Larsen, aka Blaine L. Larsen, and Connie Larsen, aka Connie L. Larsen, whose address is 2379 E. 2300 N., HAMER, ID 83425, hereinafter called "Mortgagor," and RABO AGRIFINANCE, INC., a corporation organized and existing under the laws of Delaware ("RAF"), whose address is P.O. Box 411995, St. Louis, Missouri 63141; RABOBANK, N.A. ("RNA"), whose address is P.O. Box 1845, El Centro, California 92244; and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland" ("RN"), whose address is 245 Park Avenue, New York, New York 10167 (RAF, RNA and RN, unless otherwise indicated, together with their successors and assigns, are hereinafter, individually or collectively, referred to as "Mortgagee") and RAF as collateral agent (the "Collateral Agent") for the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the aggregate sum of FORTY-TWO MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$42,900,000.00) with interest, all as set forth in that certain credit agreement (which, together with any notes and/or guaranties and/or any Hedging Agreements containing Hedging Obligations described below, are collectively referred to as the "Note") dated April 17, 2009, which is comprised of a term loan in the amount of \$15,000,000.00 maturing JANUARY 1, 2024 and a line of credit loan in the amount of \$27,900,000.00 maturing JANUARY 1, 2024, .

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

Initials BL CL

FIRST AMERICAN TITLE

RECORDED AT REQUEST OF:

Recorded Electronically	
ID	53974
County	Clark
Date	10-29-10 Time 4:52
Simplifile.com 800.460.5657	

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
12443 OLIVE BOULEVARD
SUITE 50
ST. LOUIS, MO 63141

354398

Loan Nos.41300300 and 41300400

SUPPLEMENTAL

IDAHO SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (REVOLVING LINE OF CREDIT)

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

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WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the aggregate sum of FORTY-TWO MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$42,900,000.00) with interest, all as set forth in that certain credit agreement (which, together with any notes and/or guaranties and/or any Hedging Agreements containing Hedging Obligations described below, are collectively referred to as the "Note") dated April 17, 2009, which is comprised of a term loan in the amount of \$15,000,000.00 maturing JANUARY 1, 2024 and a line of credit loan in the amount of \$27,900,000.00 maturing JANUARY 1, 2024, .

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

Initials BL CL

WITNESSETH, That the Mortgagor, for the purpose of securing the debt hereinafter referred to, with interest thereon, and the performance of the agreements and covenants herein contained, and in consideration of the indebtedness and a release of other real property of even date herewith as described in that Idaho Mortgage dated April 17, 2009, and recorded in CLARK County, Idaho, in Microfile No. 53122; also recorded in FREMONT County, Idaho, as Instrument No. 522432; and also recorded in JEFFERSON County, Idaho, on Microfilm No. 376132; which Idaho Mortgage was modified by MODIFICATION AGREEMENT dated September 1, 2009, and recorded in CLARK County, Idaho, in Microfile No. 53411; also recorded in FREMONT County, Idaho, as Instrument No. 525496; and also recorded in JEFFERSON County, Idaho, as Instrument No. 380742, does by these presents Grant, Bargain, sell, convey, warrant and confirm unto the Mortgagee, and its successors and assigns, the following described real estate ("Real Estate") situate in JEFFERSON County and CLARK County, Idaho, to wit:

See attached Exhibit 'A' which is incorporated herein by reference.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amount specified in the immediately preceding paragraph, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Mortgagor, Collateral Agent or Mortgagee, prior to the maturity date of this Mortgage, may make future advances to Mortgagor. Such future advances, together with interest thereon, are secured by this Mortgage in accordance with Idaho Code Section 45-108 as amended.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note, along with (1) payment of the entire indebtedness and other obligations evidenced by the following promissory note(s), and/or guaranty(s) executed by Mortgagor to the applicable Mortgagee or order and all modifications, amendments, replacements, substitutions, extensions and renewals thereof along with all Hedging Obligations:

[] The following additional new or existing Promissory Notes:

- Note dated N/A in the stated principal amount of 0 Dollars
- Note dated N/A in the stated principal amount of 0 Dollars

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

(2) the payment of such additional loans or advances and such other debts, obligations and liabilities of every kind and character, of Mortgagor or the maker of the Note, evidenced by a promissory note, guaranty or otherwise, whether one or more, now existing or arising in the future, in favor of the applicable Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to the applicable Mortgagee or any other person; **PROVIDED HOWEVER, THAT**, such other additional loans, advances, debts, obligations and liabilities shall be secured

by this Mortgage only if the promissory note, guaranty, or other document evidencing such shall recite that it is to be secured by this Mortgage; and provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Mortgage; (4) payment and performance of each agreement of Mortgagor in this Mortgage; (5) payment of all sums expended or advanced by Collateral Agent or Mortgagee to protect the security of this Mortgage, said real property or said collateral, with interest thereon at the rate per annum after default or maturity set forth in said Promissory Note or any Credit Agreement (as hereinafter defined); (6) the words "Hedging Obligations" mean all obligations, indebtedness, and liabilities of Mortgagor to Mortgagee, or any other affiliate of Mortgagee, arising pursuant to any Hedging Agreements, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, joint, several, joint and several, including without limitation, all fees, costs, expenses (including attorney's fees and expenses) provided for in such Hedging Agreements. The words "Hedging Agreements" mean any interest rate swap, interest rate cap, interest rate collars or other similar agreement or instrument entered into by Mortgagee, or any other affiliate of Mortgagee, with Mortgagor, for the purpose of hedging interest rate risk; and (7) all obligations as defined in or provided for in any Credit Agreement, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Collateral Agent and Mortgagee all the property (the "Property") hereinafter described, to wit:

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

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

- II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor, Collateral Agent and Mortgagee hereby agree, acknowledge and confirm that such fruit or nut bearing bushes, trees or vines are part of the Real Estate and will remain a part of the Real Estate throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.
- III. Certificates numbered n/a representing n/a shares of the capital stock of 0 and the water rights represented thereby (If no entries, this granting clause is inapplicable).
- IV. All water rights represented by permits or Licenses issued by the Idaho Department of Water Resources.
- V. All water rights represented by Claim No. n/a filed in the Snake River Basin Adjudication proceeding now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls under Case No. n/a (If no entries, this granting clause is inapplicable).

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, ditches, ditch rights, water wells and well rights, all perfected and inchoate rights to the development, extraction and use of appropriated groundwater and aquifer water and drainage rights appertaining thereto (which together with the water rights referred to in IV. above are collectively referred to as the "Water Assets"); (3) Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, irrigation equipment, machinery and other articles now or hereafter erected on, affixed or attached to, said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Collateral Agent or Mortgagee herein); and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Collateral Agent for the benefit of Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, irrigation equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies,

substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Deed of Trust shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Collateral Agent or Mortgagee.

TO HAVE AND TO HOLD the same unto the Collateral Agent for the benefit of Mortgagee, their successors and assigns, forever.

PROVIDED ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Notes and the interest thereon at the times and places and in the manner specified in the Note, or any credit agreement or similar document between Mortgagor and any Mortgagee (the "Credit Agreement") and all other sums that may become due and owing to the Collateral Agent or Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, determine and be void and shall be released by the Collateral Agent or Mortgagee at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note, the Credit Agreement and this Mortgage, or either; (b) to pay all amounts owing under the Hedging Agreements; (c) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Collateral Agent or Mortgagee, become due and payable; (d) to keep the Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Collateral Agent or Mortgagee; and (e) to maintain and deliver to the Collateral Agent or Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Collateral Agent or Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Collateral Agent or Mortgagee; in the event of loss the Collateral Agent or Mortgagee is expressly authorized to settle or compromise claims under said policies and the

proceeds shall be paid to the Collateral Agent and/or Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (f) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (g) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Collateral Agent or Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (h) in the event the Mortgagor shall fail to comply with the provisions of (a) through (g) above, the Collateral Agent or Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Collateral Agent or Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Collateral Agent or Mortgagee; (i) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Collateral Agent or Mortgagee and applied in full or in part at the option of the Collateral Agent or Mortgagee in reduction of the indebtedness hereby secured; (j) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Collateral Agent or Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (k) the Collateral Agent or Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (l) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Collateral Agent or Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (h) above shall be at the rate set forth in the Note or any Credit Agreement for times when an event of default has occurred or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

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

or Mortgagee under the laws of the state wherein the Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

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

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

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Collateral Agent and Mortgagee and hold Collateral Agent and Mortgagee harmless against any loss, damage, or liability suffered by the Collateral Agent and Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Collateral Agent or Mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency or any state, county or municipal environmental or health agency concerning its operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

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

EIGHTH. With respect to Property which may now or hereafter be characterized by law as personal property, this Mortgage shall constitute a Security Agreement between Mortgagor, Collateral Agent and Mortgagee, and, cumulative of all other rights of Collateral Agent and Mortgagee. Hereunder, Collateral Agent or Mortgagee shall have all rights conferred upon secured parties by the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the Real Estate is located. Until the lien of this Mortgage is released or satisfied of record, Mortgagor authorizes Collateral Agent or Mortgagee to file one or more financing statements and continuation statements, at Mortgagor's expense, describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Collateral Agent or Mortgagee, and agrees, if requested by Collateral Agent or Mortgagee so to do, to execute one or more Financing Statements covering such Collateral, in the manner and form required by law and to the satisfaction of Collateral Agent or Mortgagee. On demand, Mortgagor will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Collateral Agent or Mortgagee to establish and maintain the validity and priority of the security interest of Collateral Agent and Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Collateral Agent or Mortgagee. Collateral Agent or Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Collateral, and it is expressly agreed that if upon default Collateral Agent or Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Collateral Agent or Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Collateral Agent or Mortgagee may at its option dispose of the

Collateral in accordance with Collateral Agent's or Mortgagee's rights and remedies in respect of the Real Estate pursuant to the provisions of this Mortgage in lieu of proceeding under the UCC. Mortgagor hereby warrants, represents and covenants that (a) the Collateral will be kept on or at the Real Estate described herein and Mortgagor will not remove the Collateral from the Real Estate without the prior written consent of Collateral Agent or Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief executive officer or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

NINTH. It is understood and agreed that a material factor in inducing the Mortgagee to make this loan to the Mortgagor is the unique status of the agricultural industry and the expertise and financial strength of the Mortgagor. In the event the Mortgagor ceases to own the mortgaged property, the security for this loan is thereby deemed to be impaired. Consequently, in the event that all or any portion of the Real Estate, including any Water Assets, is sold, contracted for sale, leased with the option to purchase, conveyed, alienated, transferred, or if the Mortgagor is a corporation, or a partnership, or a limited liability company more than forty-nine percent (49%) of either the corporation stock, partnership interests or member interests is sold, contracted for sale, conveyed, alienated, transferred, or otherwise disposed of, whether voluntary or involuntary, by operation of law or otherwise to persons other than owners at the date of this Mortgage and their heirs prior to the time the indebtedness secured hereby shall have been paid, then, at the option of the Collateral Agent or Mortgagee, the entire said indebtedness shall become due and payable and the Collateral Agent or Mortgagee may exercise any of its rights and remedies provided for in the Mortgage.

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

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

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

(b) To the extent the Property does contain or in the future is cultivated to grow any variety of Permanent Plantings that is or may be subject to IP Rights, Mortgagor represents and warrants that Mortgagor is or shall be the owner of such IP Rights free and clear of any claim, right, title, interest or lien of any other person, Mortgagor has or shall notify Mortgagee in writing of the existence of such IP Rights and Mortgagor does hereby, has or shall grant Mortgagee a

security interest in and a lien upon all of Mortgagor's right, title and interest in, to and under, whether now owned or hereafter created in IP Rights, all cash and non-cash proceeds and products of the IP Rights and all causes of action, past, present and future for infringement, misappropriation or dilution of any of the IP Rights or unfair competition regarding the same.

TWELFTH. This Mortgage, is subject to any Collateral Agency Agreement between RAF and RN.

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

BLF LAND, LLC, an Idaho limited liability company

By: Blaine L. Larsen
BLAINE LARSEN,
aka BLAINE L. LARSEN, Sole Member and
President/Manager

Blaine L. Larsen
BLAINE LARSEN, aka BLAINE L. LARSEN

Connie L. Larsen
CONNIE LARSEN, aka CONNIE L. LARSEN

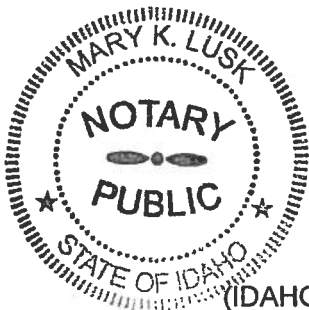
(IDAHO LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF IDAHO)
COUNTY OF Jefferson) SS:

On this 23rd day of October 2010, personally appeared Blaine Larsen, known or identified to me to be one of the members in the limited liability company of BLF Land, LLC, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he/she executed the same in said limited liability company name.

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

(SEAL)



Mary K. Lusk
Notary Public for Idaho
Residing at Rexburg, ID
My commission expires 1/11/12

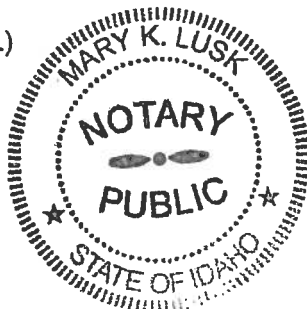
(IDAHO INDIVIDUAL ACKNOWLEDGMENT)

STATE OF IDAHO)
COUNTY OF Jefferson) SS:

On this 23rd day of October 2010, personally appeared BLAINE LARSEN AND CONNIE LARSEN, known or identified to me to be the individuals that executed the foregoing instrument and acknowledged to me that they executed the same.

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

(SEAL)



Mary K. Lusk
Notary Public for Idaho
Residing at Rexburg, ID
My commission expires 1/11/12

Loan Nos. 41300300
41300400

EXHIBIT A – LEGAL DESCRIPTION

Real property in the County of Clark and Jefferson, State of Idaho, described as follows:

CLARK COUNTY

Township 9 North, Range 34 E.B.M., Clark County, Idaho

Section 8: SE $\frac{1}{4}$,

EXCEPTING THEREFROM: That portion conveyed to Clark County, recorded February 1, 1982, as Instrument No. 36558, more particularly described as follows: Beginning at the SE Corner of said Section 8; thence N. 89°40'08" W. 2639.65 feet, more or less, along the South section line of said section to the center of section line; thence North along the center of section line 30 feet; thence S. 89°49'08" E. 2589.65 feet, more or less; thence N. 0°21'16" E. 2629.00 feet, more or less, to the center of section line; thence East 50 feet to the East section line of said section; thence S. 0°21'16" W. 2659.00 feet along the East section line to the point of beginning.

Section 10: W $\frac{1}{2}$,

EXCEPTING THEREFROM: County road right of way along the West side of said Section.

Water Rights - #32-4001D, #32-7034D, #32-2120A, #32-2120B, #32-7022AF,
#32-7057E, #32-7072B, #32-7094E, #32-7034E, and #32-13239).

JEFFERSON COUNTY

Township 8 North, Range 33 E.B.M., Jefferson County, Idaho

Section 8: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as: Commencing at the E $\frac{1}{4}$ Corner of said Section 8 and running thence N. 89°57'09" W. 1324.89 feet; thence N. 00°05'51" W. 10.41 feet to the P.C. of a non tangent curve to the left; thence along said curve 2044.98 feet (Curve Data, Delta = 89°32'06", R = 1308.64 feet) chord bears N. 44°38'12" E. 1843.17 feet; thence S. 89°59'17" E. 28.22 feet to the NE Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 00°04'18" E. 1323.06 feet along the Section line to the point of beginning,
EXCEPT County road along the East side of said property.

ALSO Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 described as: Commencing at the E $\frac{1}{4}$ Corner of said Section 8 and running thence S. 00°04'17" E. 1323.05 feet along the Section line to the SE Corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 89°58'10" W. 32.02 feet to the P.C. of a non tangent curve to the left; thence along said curve 2057.58 feet; (Curve Data, Delta = 90°20'16", R = 1305.00 feet) chord bears N. 44°22'36" W. 1850.98 feet; thence N. 00°05'51" W. 1.13 feet; thence S. 89°57'09" E. 1324.89 feet to the point of beginning,
EXCEPT County road along the East side of said property.

Loans #41300300
and #41300400

EXHIBIT B

Clark County, Idaho

Irrigation Equipment:

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing: all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). See attached Exhibit "A"

Including but not limited to:

- (3) 9 tower Valley center pivots
- 125 hp 1775 rpm G.E. motor with a turbine pump (Pump 132)
- 100 hp 1765 rpm G.E. motor with a Johnston turbine pump (Pump 149)
- 125 hp 1770 rpm G.E. motor with a Peerless turbine pump (Pump 150)
- Approximately 2,680 feet of buried and above ground mainline, various size diameter

Jefferson County, Idaho

Three (3) 79' wide by 317' long 130,000 cwt Behlen Curvet potato cellars, built in 2000.