

RECEIVED

MAR 1 2011

DEPT. OF WATER RESOURCES
SOUTHERN 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): 47-7362, 47-13867, 36-7019, 36-7620 36-2322, 36-2323, 36-2570 and 36-15226

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

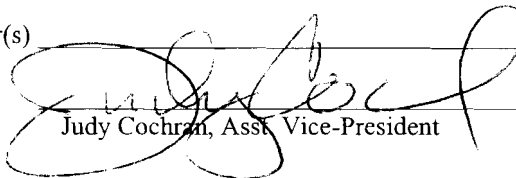
4. Name of Water Right Owner/Claimant(s)

JOHN REITSMA and SUSAN REITSMA
and
POLELINE CALF RANCH, LLC

5. Expiration Date of Notification Period January 1, 2026

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, Asst. Vice-President

For Office Use Only

Received by [Signature]

Received by [Signature]

Processed by _____ AJ

Date 3-1-2011

Date 3-3-2011

Date _____

Fee \$200

Receipt No. 3031815

WR _____ Date _____

SUPPORT DATA

36-2322
IN FILE # _____

365277

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:RABO AGRIFINANCE, INC.
12643 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Charging DepartmentInstrument # 2110656
JEROME COUNTY, IDAHO, IDAHO
88-44-0011 10/04/21 No. of Pages: 17
Recorded for: P A T C
MICHELLE SIMMONS Fee: \$88.00
Co-Office Recorder Deputy without Issuance
Electronically Recorded by Simplot

Space above this line for Recorder's Use

Automatic RE Loan 2011

Real Estate Term Loan: M0179800A00

MORTGAGE ASSIGNMENT OF RENT AND SECURITY AGREEMENT

(Lender and Two Fills Counties, Idaho)

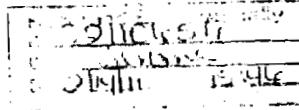
THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FUTURE FILING UNDER THE UCC

This mortgage is dated as of February 7, 2011. It is by JOHN REITSMA ("John Reitsma") and SUSAN REITSMA ("Susan Reitsma"), husband and wife, as to Parcel 5; and POLEBINE GOLF RANCH, LLC, as their limited liability company ("Polebine Golf Ranch"), as to Parcels 1, 2, 3 and 4. (John Reitsma and Susan Reitsma and Polebine Golf Ranch are hereinafter individually and collectively, "Borrower"), 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, "Lender").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the original principal sum of \$2,700,000.00 to Borrower under the terms and conditions of the Credit Agreement between Borrower 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.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Borrower 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 Jerome and Twin Falls Counties, Idaho, and described in EXHIBIT A and EXHIBIT B (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, motor, generators, pipes, water pump, irrigation and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and other appurtenances to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, adjacent to or otherwise available to the Property or any drainage, reservoir, ditch, canal, reservoir, or other water rights, whether as a result of existing 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 Greater is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, distribution agreement, permit or other governmental authorization; any water right, water allocation fee water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related easements 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 easements, 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

2465277

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TORABO AGRIFINANCE, INC.
12443 Olive Blvd, Suite 30
St. Louis, MO 63141
Attn: County Department

Space above this line for Recorder's Use

Reitama RE Loan 2011

Rural Estate Term Loan 10179600Ald

MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Jewett and Fern Falls Counties, Idaho)

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

The mortgage is dated as of February 7, 2011. It is by JOHN REITSMA ("John Reitsma") and SUSAN REITSMA ("Susan Reitsma"), husband and wife, as to Parcel 5; and POLELINE CALF RANCH, LLC, as to the limited liability company ("Poleline Calf Ranch"), as to Parcels 1, 2, 3 and 4. John Reitsma and Susan Reitsma and Poleline Calf Ranch are herein mutually 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, "Lender".

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the principal sum of \$3,700,000.00 to Grantor 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.

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 whatsoever 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 Jewett and Fern Falls 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 water and irrigation appurtenances, pumps, motors, generators, pipes, canals, pivot irrigators and sprinklers, windmills, and levees (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with 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 prescriptive, contractual, agreement 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 and 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"); (j) timber now or hereafter standing or cut; (k) 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 for other purposes, the "Leases"; (l) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (m) all bushes, groves, trees, plants vines or other plantings, upon or under the Land ("Plantings"); (n) any shares, or any rights under such shares, of any person or 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; (o) 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; (p) 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, tractors 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 material on the Land or the Improvements; or (iii) described in EXHIBIT B attached; (q) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (r) proceeds of and any unpaid 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 law thereof, for damage to the Property (the "Insurance Claims"); (s) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in law thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (t) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (u) all other real or personal property described in EXHIBIT B; (v) 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 (w) 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 the Real Estate Term Loan Note dated as of the date of this mortgage, from Grantor to Lender in the original principal amount of \$3,700,000.00 (the "Note") and (b) all other indebtedness, liabilities and obligations of Grantor to Lender arising pursuant to any of the Loan Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several; (c) all obligations of Grantor under this mortgage; (d) all obligations of Grantor to Lender Cooperative Centrale Raiffeisen-Boerenbondbank B.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Raiffeisen") and/or Rabobank, N.A., a national banking association ("RABNA"), or any other Affiliate of Lender (Lender, Raiffeisen International and RABNA, 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, 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 the Mortgage; and (e) 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 Loan Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the "Loan 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.

Revised RE Loan 3/11
Deed of Trust, Assignment of Pools and Security Agreement

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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 \$3,700,000.00 (the "**Maximum Amount Secured**"), plus interest and any disbursements made for the payment of taxes, taxes or encumbrances on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. 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 in any amount.

3. **Maturity Date.** The Note matures on January 1, 2026.

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 tortors 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 License.

5. **Grant of Security Interest.** This mortgage is a security agreement under the Uniform Commercial Code as applied 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 "**Collateral**"). 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 defend and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor expressly agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and that 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 Property free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Property 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) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) 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; (j) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, the mortgage does not conflict with any Applicable Law; (l) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement requested hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (m) there

Mortgage No. Lien 2011
Deed of Trust, Assignment of Rents and Security Agreement

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has been no Material Adverse Effect on or to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (n) 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; (o) Grantor is not the subject of any Judgment; (p) the 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; (q) 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; (r) 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; (s) 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"); (t) Grantor has not received any notice of violations of any Applicable Laws (including Environmental Laws), and Grantor is in compliance with all Applicable Laws; (u) there are no claims, suits, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (v) 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 (w) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1448 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 such Secured Obligation in accordance with its terms.

9. **Maintenance and Protection 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 diminish 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 for same 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, gardens, 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, minerals, stone, rock, clay, landfill, 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 a good title of 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 level close 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.

Boeing AE, June 2011
Deed of Trust, Assignment of Pledge and Security Agreement

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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 "Taxes"); (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 Loan 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 "Intangible Taxes"). Except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such taxes. 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 taxation 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 AND A LIENHOLDER, AND ANY OTHER LAW OR CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSION 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, testing 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 breach 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.

Revised 02/10/2011
Credit Trust Agreement of Mortgage and Security Agreement

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 costs or expenses 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 relationship 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 there 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 OBTAIN 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 acts shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Credit Agreement; (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 during that default within that 30 day period and thereafter diligently and expeditiously proceeded to cure that default, then that 30 day period shall be extended for as 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 breach 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 or 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; (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; and 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

Reforms 12/2011
 Draft of Trust Assignment of Assets and Security Agreements

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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.

20. **Sale of Property.** Mortgagee may elect to treat as Personally any Property which is intangible or which can be severed from the Land or improvements without causing structural damage. Mortgagee may dispose of any Personally 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 restate 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 Personally 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 Mortgagee 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 law 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 in 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. 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. **Notice.** All notices, approvals, consents and other communications, under this mortgage ("Notice") 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, to Platinum 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) after, substitute or release any property securing the Secured Obligations.

Platinum RE Lender 2011
Deed of Trust, Mortgage and Rental and Security Agreements

[illegible]

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 fee of this mortgage.

33. **Waiver of Marshalling.** 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. 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, interests 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 GUARANTEE 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. Any individual signing this mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, interests and obligations of Mortgagee under this mortgage.

36. **Governing Law.** This mortgage shall be governed exclusively by the applicable laws of the State of Idaho (the "Governing Law State") without regard 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 have 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 composed 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 the 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 hereby. 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

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Deed of Trust, Assignment of Rights and Security Agreement

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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 SELECT 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 41-103 as amended.

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

GRANTOR

Address for notices:
736 Canyon Rim Road
Twin Falls, ID 83301

JOHN BETHUNE

Revised 05/11/2011
Consent of Trust, Assignment of Assets and Security Agreement

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Address for notices:
738 Canyon Rim Road
Twin Falls, ID 83301

Susan Beitzma
SUSAN BEITZMA

Address for notices:
738 Canyon Rim Road
Twin Falls, ID 83301

POLELINE CALF RANCH, LLC, an Idaho limited liability company
By [Signature]
Manager

STATE OF IDAHO

COUNTY OF Twin Falls

SS

On this 17th day of February, 2011, before me, the undersigned Notary Public in and for said state, personally appeared John Beitzma and Susan Beitzma, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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)



[Signature]
Notary Public for Idaho
Residing at [Signature]
My commission expires 03/31/2014

Notary Public, Idaho 2011
Deed of Trust, Assignment of Pledge and Security Agreement

ACKNOWLEDGEMENT/GENERAL

STATE OF Idaho)
COUNTY OF Twin Falls)

On this Eleventh day of February, 2011, before me, a Notary Public in and for said State, personally appeared Susan Raitama, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.



Teresa Lora
Notary Public of Idaho
Residing at: Burley, Idaho
Commission Expires: 06-04-2014

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

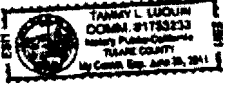
State of California
 County of Tulare
 On 2/16/11 before me, Tammy L. Luquin, Notary Public
 personally John Richards appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tammy L. Luquin
 Notary Public



This area for notarial seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNED	DESCRIPTION OF ATTACHED DOCUMENT
☒ INDIVIDUAL ☐ CORPORATE OFFICER TITLE: _____ ☐ PARTNER(S) ☐ LIMITED ☐ ATTORNEY-IN-FACT ☐ GENERAL ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☒ OTHER: <u>LLC</u>	<u>OFF. OF IN. RENT & Security Approval</u> FILED OR FILED OR FILED OR FILED <u>12</u> <u>02/16/11</u> <u>SUSAN KILGORE</u> SIGNER IS REPRESENTING: _____

EXHIBIT A-1Revised AS Loan 2011
MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENTLegal Description of Real Estate
Jerome County, Idaho

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,
IDAHO SECTION 36: ALL TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO SECTION 12: SE¼.

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,
IDAHO SECTION 12: NE¼.

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY,
IDAHO SECTION 14: SW¼SW¼ SECTION 15: SW¼SW¼ SECTION 22: NW¼NW¼, SW¼NW¼,
W¼SW¼ SECTION 23: NW¼NW¼ SECTION 21: ME¼. EXCEPTING THEREFROM THE FOLLOWING
DESCRIBED PARCEL:
TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO
SECTION 21: A PART OF THE ME¼, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST ¼ SECTION CORNER OF SECTION 21 OF TOWNSHIP 8 SOUTH,
RANGE 21 EAST, BOISE MERIDIAN, SAID CORNER MARKED BY A 3/8" REBAR; THENCE SOUTH
89°52'25" WEST ALONG THE SOUTH LINE OF THE ME¼ FOR A DISTANCE OF 867.14 FEET TO A
1/4" REBAR WHICH SHALL BE THE POINT OF BEGINNING; THENCE SOUTH 89°52'25" WEST
ALONG THE SOUTH LINE OF THE ME¼ FOR A DISTANCE OF 236.89 FEET TO A 1/4" REBAR;
THENCE NORTH 00°07'34" WEST FOR A DISTANCE OF 183.74 FEET TO A 1/4" REBAR; THENCE
ALONG A NON-TANGENT CURVE TO THE LEFT FOR A DISTANCE OF 180.46 FEET TO A 1/4"
REBAR, SAID CURVE HAVING A RADIUS OF 1271.18 FEET AND A CENTRAL ANGLE OF 8°06'01."
WITH ALONG CHORD BEARING OF NORTH 87°32'32" EAST FOR A DISTANCE OF 188.38 FEET;
THENCE SOUTH 89°55'08" EAST FOR A DISTANCE OF 74.39 FEET TO A 1/4" REBAR; THENCE
SOUTH 00°07'34" EAST FOR A DISTANCE OF 183.86 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:
TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO
SECTION 15: SE¼.

EXHIBIT A-2

Revised RE Loan 2011
MORTGAGE ASSIGNMENT OF RIGHTS AND SECURITY AGREEMENT

Legal Description of Real Estate
Twin Falls County, Idaho

PARCEL NO. 5:
TOWNSHIP 9 SOUTH, RANGE 15 EAST BOISE MERIDIAN, TWIN FALLS COUNTY IDAHO
SECTION 35; SE¼ EXCEPT; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;
THENCE NORTH 89°48'59" WEST ALONG THE SOUTH BOUNDARY OF SECTION 35 A DISTANCE
OF 1332.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH
89°48'59" WEST ALONG SAID BOUNDARY 763.00 FEET; THENCE NORTH 00°18'00" EAST A
DISTANCE OF 395.00 FEET; THENCE SOUTH 89°48'59" EAST PARALLEL WITH SAID SOUTH
BOUNDARY A DISTANCE OF 763.00 FEET; THENCE SOUTH 00°18'00" WEST A DISTANCE OF
395.00 FEET TO THE TRUE POINT OF BEGINNING.
AND EXCEPT:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH
00°18'00" EAST 395.00 FEET ALONG THE WEST BOUNDARY OF THE SE¼; THENCE
SOUTH 89°48'59" EAST 661.38 FEET; THENCE SOUTH 00°18'00" WEST 395.00 FEET
TO THE SOUTH BOUNDARY OF SAID SE¼; THENCE NORTH 89°48'59" WEST ALONG
SAID SOUTH BOUNDARY 661.38 FEET TO THE POINT OF BEGINNING.

COBOTS

Revised 05/11/2011
MORTGAGE, ASSIGNMENT OF RIGHTS AND SECURITY AGREEMENT

Additional Property

associated with mortgage by John Rasmussen and Susan Rasmussen and Poetene C&I Ranch on land located in Jerome and Twin Falls Counties, Idaho

(a) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed to, attached to, or located on or in the real estate and any interest in the real estate located in Jerome and Twin Falls Counties, Idaho, and described in **EXHIBIT B-1** and **EXHIBIT B-2** (the "Land"), including all existing and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements").

(b) 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").

(c) the ground water on, under, pumped from or otherwise available to the Collateral or any drainage, retention, ditch, canal, reservoir, or other water right, 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 state or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government ("Governmental Authority") and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Collateral or Debtor 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 prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Collateral, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Collateral by virtue of the Collateral 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 Certificates numbered 35012 representing 147.0 shares of the capital stock of Twin Falls Canal Company and the following

Decree #47-07362 for 2.50 CFS and 504 AF of waste water, priority date 01/08/91,
for coverage of 146 acres from Cedar Creek

Decree #47-13867 for 0.08 CFS, priority date 01/10/10
for stock water and domestic use from a well

Decree #36-02324 for 1.20 CFS and 240.0 AF from a well for 633 acres, priority date 4/24/57

Decree #36-07564 for 6.36 CFS and 1,280 AF from a well for 633 acres, priority date 7/5/75

Decree #36-07629 for 4.80 CFS and 964 AF from a well for 633 acres, priority date 1/5/75

Decree #36-16152 for 0.08 CFS from a well for 633 acres, priority date 5/30/04

Decree #36-07019 for 1.78 CFS for irrigation of 100 acres from a well, priority date 4/20/08

Decree #36-01620 for 1.75 CFS for irrigation of 137 acres from a well, priority date 4/25/88

The following water rights located in Twin Falls and Jerome Counties.

Revised 05/11/2011
Mortgage, Assignment of Rights, Security Agreement,
Fixture Filing and Release to Refinance

47-7342, 47-13867, 36-7819, 36-7820, 36-2322, 36-2123, 36-2570 and 36-15226

- (d) all other tenements, hereditaments and appurtenances to the Land;
- (e) 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");
- (f) timber now or hereafter standing or cut;
- (g) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, divide in, sell, or use the Collateral collectively, the "Leases";
- (h) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Collateral;
- (i) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings");
- (j) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Debtor or the Collateral may receive water collectively, the "Water Stock"; and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts;
- (k) working drawings, instructional manuals, and rights in processes directly related to the operation of the Collateral;
- (l) 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 (5) directly related to the operation of the Collateral or acquired in connection with any construction or maintenance of the Land or the improvements, (6) affixed or installed, or to be affixed or installed, in any manner on the Land or the improvements;
- (m) all permits and licenses relating or pertaining to the use or enjoyment of the Collateral;
- (n) proceeds of and any unearned premiums on any insurance policies covering the Collateral, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in favor thereof, for damage to the Collateral (the "Insurance Proceeds");
- (o) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in law thereof, of the whole or any part of the Real Estate (the "Condemnation Awards");
- (p) money or other personal property of Debtor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties possession;
- (q) the right, in the name and on behalf of Debtor, upon notice to Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Collateral; and
- (r) substitutions, replacements, additions, accessories 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.

Excepting out the following irrigation collateral in regards to the Jones Farm:

- two 8 lower Zimatic plots on the North Tract and
- two 3 lower Zimatic mini-plots on the South Tract