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APR 12 2010
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): 13-2197, 31-7161, 29-8240, 29-8241, 13-7010, 13-733
Adjudication Claim No(s): 13-7161 *cannot add Security interest*
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

SUPPORT DATA

IN FILE # 13-733

AXA Equitable Life Insurance Company
c/o Rabo Agrifinance, Inc.
P.O. Box 411995, St. Louis MO 63141
4. Name of Water Right Owner/Claimant(s) Jorgensen Farms Limited Partnership
5. Expiration Date of Notification Period July 1, 2025
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Shirley L. Dobbs
(and title if applicable) Shirley L. Dobbs, Assistant Vice President

For Office Use Only

Received by JP
 Receipted by JP
 Processed by AJ

Date 4-12-10
 Date 4-12-10
 Date 4-12-10

Fee \$150.
 Receipt No. E035721
 WR Date

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AUG 03 2010

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(6), **Idaho Code**. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

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RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY
SUITE 400
STOCKTON, CA 95219

Loan 10023600/mef

IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

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

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING
("Mortgage"), dated as of the 1ST day of APRIL, 2010 is made between JORGENSEN FARMS
LIMITED PARTNERSHIP, an Alaska limited partnership whose address is 1928 OLD
HIGHWAY 30, BANCROFT, IDAHO 83217, hereinafter called "Mortgagor," and AXA
EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called
"Mortgagee."

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of SEVEN
MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,200,000.00) with
interest, all as set forth in Mortgagor's certain Promissory Note ("Note") of even date herewith
maturing JULY 1, 2025.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the
payment of the principal of and interest on the Note and the performance of the covenants therein
and herein contained, 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
Mortgagee all the property (the "Property") hereinafter described, to wit:

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

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

- II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter
located on the above described real property. Mortgagor 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

SLD-1560683-2

Initials

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throughout the term of the loan made by Mortgagee to Mortgagor that is secured by this Mortgage.

- III. 415 shares of stock in the Farmer's Land and Irrigation Corporation delivered by the Soda Canal, 2,242.50 shares of stock in the Last Chance Canal Company, 1,025 shares of stock in the North Extension Lateral Canal Company, 438 shares of stock in the Tanner Canal Company, 864 shares of stock in First West Lateral Canal Company, 100 shares of stock in Last Chance Canal Company stock delivered by East Branch Canal Company, 223 shares of stock in the Gentile Valley Irrigation Company and the water rights represented thereby.
- IV. All water rights represented by Decree Nos. 13-2197, 13-7161, 29-8240, 29-8241, 13-7010 and 13-733 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.

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to 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 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 Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD the same unto the Mortgagee, its 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 Note and the interest thereon at the times and places and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void and shall be released by the 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 and this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Property and improvements thereon in good condition and repair and not to commit or suffer



waste thereof, 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 Mortgagee; and (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) in the event the Mortgagor shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the 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 Mortgagee; (h) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (i) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (k) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (g) above shall be at the rate set forth in the Note 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 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 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 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 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 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 Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by the 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 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, 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 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 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 and Mortgagee, and, cumulative of all other rights of Mortgagee hereunder, 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 Mortgagee to file one or more financing statements and continuation statements describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee, and agrees, if requested by 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 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 Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. 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 Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of the Collateral in accordance with 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 Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief

executive officer or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

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



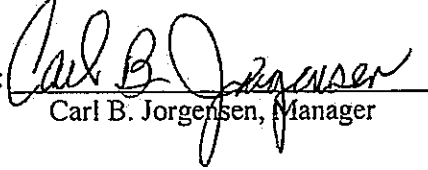
IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

In presence of:

JORGENSEN FARMS LIMITED PARTNERSHIP,
an Alaska limited partnership

By: Jorgensen Farms, L.L.C.,
an Idaho limited liability company
its General Partner

By:

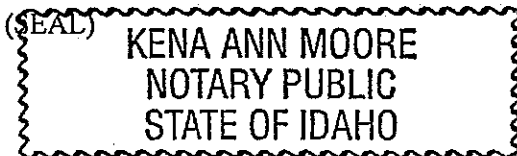

Carl B. Jorgensen, Manager

(ALASKA PARTNERSHIP ACKNOWLEDGMENT)

STATE OF IDAHO
COUNTY OF Caribou)

On this 1st day of April, 2010, before me, Kena Ann Moore a Notary Public in and for said State, personally appeared Carl B. Jorgensen, known or identified to me (or proved to me on the oath of _____) to be the Manager of Jorgensen Farms, L.L.C., a limited liability company, one of the partners in the partnership of Jorgensen Farms Limited Partnership, an Alaska limited partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said partnership name.

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



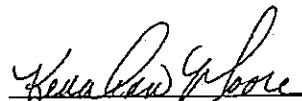

Notary Public for Idaho
Residing at Soda Springs, Idaho
My commission expires 8/15/15



Exhibit "A"

Legal Description

Caribou County, Idaho:

Township 5 South, Range 40 East of the Boise Meridian:
Section 13: All.

Township 5 South, Range 41 East of the Boise Meridian:

Section 19: Lots 1, 2, 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 30: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 33: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, ALSO, A TRACT OF LAND IN Sections 19, 20, 29, 30 and 32, more particularly described as follows:

Beginning at a point 1275.5 feet South of the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township and Range aforesaid, and running

thence East 1157.7 feet;

thence South 41°41' East 2053.8 feet;

thence South 37°58' East 1977.9 feet;

thence South 13°41' East 914.3 feet, more or less, to the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township and Range aforesaid;

thence East 920.5 feet;

thence South 1324.5 feet;

thence West 920.5 feet;

thence South 1324.5 feet;

thence South 12°49' East 1196.0 feet;

thence South 36°51' East 803 feet;

thence South 20°50' East 895.3 feet to a point on the South line of Section 29 a distance of 1574.1 feet West of the Section corner common to Sections 28, 29, 32, and 33, Township and Range aforesaid;

thence South 20°50' East 1091.8 feet;

thence South 71°26' West 1084.3 feet;

thence North 28°09' West 1294.5 feet;

thence North 76°44' West 690.1 feet;

thence South 9°58' West 959.4 feet;

thence South 0°13' West 1029.4 feet;

thence South 53°40' East 516.9 feet;

thence South 42°48' East 1935.0 feet;

thence South 50°22' East 2529.6 feet, more or less, to the South Section corner common to Sections 32 and 33, Township and Range aforesaid;

thence West 3960 feet;

thence North 5280 feet;

thence West 1320 feet, more or less, to the Southwest corner of Section 29;

thence North 1320 feet;

thence East 1320 feet;

thence North 1320 feet;

thence West 3960 feet;

thence North 3960 feet;

thence East 1320 feet;
thence North 2684.5 feet, more or less,
to the Point of Beginning.

Township 9 South, Range 39 East of the Boise Meridian:

Section 25: W $\frac{1}{2}$ SW $\frac{1}{4}$, Lot 3,

ALSO, Beginning at the Northeast corner of Lot 4 of Section 25, and running
thence South 231 feet;
thence Southwesterly to a point 255.75 feet South of the Northwest corner of Lot 4;
thence North 255.75 feet to the Northwest corner of Lot 4;
thence East along the North line of Lot 4,
to the Point of Beginning.

EXCEPT THEREFROM the following described tracts;

1. Beginning at the Northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, and running
thence South on the East boundary line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 255.75 feet;
thence Northwesterly to a point on the North boundary line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$
759 feet West of
the Point of Beginning;
thence East on the North boundary line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 759 feet, to the Point
of Beginning.

2. All that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ lying West of Mountain Road.

Township 9 South, Range 40 East of the Boise Meridian:

Section 2: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Southerly of the right of way of the Old
Highway 30

as presently located.

Section 9: E $\frac{1}{2}$, EXCEPT THEREFROM, the following described tract:

Beginning at the Southeast corner of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9, and running
thence Westerly along the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 2631.0 feet, more
or less, to the

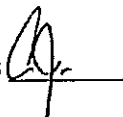
Southwest corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$;
thence Northerly along the West line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 107.0 feet, more or
less, to a point

in a line parallel with and 110.0 feet Northerly from the centerline of said U.S.
Highway No. 30,

Project No. F-RF-1481(14) Highway Survey;
thence South 89°58'40" East along said parallel line 2590.0 feet, more or less, to a
point opposite Station 665+60 of said Highway Survey;
thence North 0°01'20" East 80.0 feet to a point in a line parallel with and 190 feet
Northerly from the

centerline of said Highway Survey;
thence South 89°58'40" East along said last parallel line 41.0 feet, more or less, to a
point in the East line of said S $\frac{1}{2}$ SE $\frac{1}{4}$;
thence Southerly along said East line 186.0 feet, more or less, to the Point of
Beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Northeast corner of said Section 9,



and running
thence South 495 feet;
thence West 528 feet;
thence North 33°41'24" West 594.16 feet, more or less, to a point 858 feet West of
the Point of Beginning;
thence East 858 feet, to the Point of Beginning.

Section 10: E½NE¼.

Section 11: W½NW¼, and all that portion of the NE¼NW¼ lying Southerly of Highway 30
North, as presently located.

EXCEPT THEREFROM, Beginning at the Northwest corner of Section 11 located
North 00°07'34" East 5330.09 feet from the Southwest corner of said Section 11;
thence South 00°07'34" West 850.75 feet along the West line of said Section;
thence East 1215.87 feet to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 4735",
the True Point of
Beginning, and running
thence North 22°16'54" East 89.22 feet to a 5/8" rebar with cap;
thence South 89°53'56" East 270.94 feet to a 5/8" rebar with cap;
thence North 09°19'32" East 256.53 feet to a 5/8" rebar with cap;
thence South 53°44'22" East 344.47 feet to a 5/8" rebar with cap;
thence South 21°15'49" West 297.31 feet to a 5/8" rebar with cap;
thence South 45°47'34" West 149.59 feet to a 5/8" rebar with cap;
thence North 82°49'45" West 284.57 feet to a 5/8" rebar with cap set at a fence
corner;
thence South 17°14'08" West 118.07 feet along a fence line to a 5/8" rebar with cap;
thence South 89°49'52" West 336.99 feet to a 5/8" rebar with cap;
thence North 01°29'48" West 321.61 feet to a 5/8" rebar with cap set on a fence line;
thence North 88°30'12" East 253.76 feet,
to the True Point of Beginning.

Section 14: N½, EXCEPT THEREFROM, Beginning at the Northeast corner of said Section 14,
and running

thence Southerly along the East line of said Section 14 a distance of 139 feet, more or
less, to a point in a line parallel with and 130 feet Southerly from the centerline
of said U.S. Highway No. 30, Project No. F-RF-1481(14) Highway Survey;
thence North 89°58'40" West along said parallel line 1684 feet, more or less, to a
point opposite Station 755+00 of said Highway Survey;
thence South 65°47'40" West 109.66 feet to a point that bears South 0°01'20" West
175 feet from Station 754+00 of said Highway Survey;
thence South 85°15'31" West 301.04 feet to a point that bears South 0°01'20" West
200 feet from Station 751+00 of said Highway Survey;
thence South 71°35'14" West 316.23 feet to a point that bears South 0°01'20" West
300 feet from Station 748+00 of said Highway Survey;
thence North 77°58'51" West 336 feet, more or less, to a point in the West line of the
N½NE¼ of said Section 14;
thence Northerly along said West line 238 feet, more or less, to the Northwest corner
of said N½NE¼;

thence Easterly along the North line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 2611 feet, more or less,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Northeast corner of said Section 14, Township and

Range aforesaid, thence South 0°01'20" West 8.63 feet, more or less; thence North 89°58'40" West 1583.63 feet, more or less; thence South 0°01'20" West 130 feet, more or less, to the True Point of

Beginning, and running

thence South 0°01'20" West 670 feet;

thence South 21°46'45.1" East 215.41 feet;

thence South 0°01'20" West 550 feet;

thence South 73°19'26.8" West 522.01 feet;

thence North 89°58'40" West 200 feet;

thence North 0°01'20" East 700 feet;

thence North 54°57'19.9" West 270.08 feet;

thence North 0°01'20" West 523.88 feet;

thence North 77°58'51" West 187.14 feet;

thence North 0°43'58" West 51.26 feet;

thence South 77°58'51" East 332.16 feet, more or less;

thence North 71°35'14" East 316.23 feet;

thence North 85°15'31" East 301.04 feet;

thence North 65°47'40" East 109.66 feet, more or less; to the Point of Beginning.

ALSO EXCEPT THEREFROM, a parcel of land on both sides of the centerline of U.S. Highway 30,

Project No. F-RF-1481(14) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 14, described as follows:

Beginning at the Northwest corner of Section 14, and running

thence Easterly along the North line of said Section 14, a distance of 2667.0 feet, more or less, to the

Northeast corner of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 14;

thence Southerly along the East line of said N $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 238.0 feet, more or less;

thence North 77°58'51" West 483.0 feet, more or less, to a point in a line parallel with and 130.0 feet

Southerly from the centerline and opposite Station 740+00 of said U.S. Highway No. 30, Project No. F-RF-1481(14) Highway Survey;

thence North 89°58'40" West along said parallel line 2150.0 more or less, feet to a point opposite Station 718+50 of said Highway Survey;

thence South 00°01'20" West 100 feet to a point in a line parallel with and 230.0 feet

Southerly from the centerline of said Highway Survey;

thence North 89°58'40" West along said last parallel line 44.0 feet, more or less, to a point in the West line of said Section 14;

thence Northerly along the said West line 236.0 feet, more or less, to the Point of Beginning.

Section 29: SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPT that portion thereof lying North of the North Extension Company Canal.

Section 30: Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 31: Lot 4, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$, EXCEPT THEREFROM, Beginning at a point on the Westerly right of way of a County Road, said point being 1332.6 feet South and 30 feet West of the Northeast corner of Section 31, and running
thence South along said right of way line 410 feet;
thence West 111 feet;
thence North 410 feet;
thence East 111 feet,
to the Point of Beginning.

ALSO EXCEPT THEREFROM, Beginning at the Northwest corner of Section 6, T. 10 S., R. 40 E., B.M. and running
thence North 1320 feet along the West line of Section 31 to the Northwest corner of Lot 4 of Section 31;

thence East 211 feet along the North line of said Lot 4 to the centerline of Turner Canal;

thence following said centerline through the following courses:

thence South 17°00' East 130 feet;

thence South 125 feet;

thence South 36°00' East 334 feet;

thence South 75°00' East 270 feet;

thence South 49°00' East 285 feet;

thence South 33°00' East 426 feet;

thence South 54°30' West 277 feet to the Westerly right of way line of the County Road;

thence South 37°00' East 462 feet along said right of way line;

thence South 63°00' West 1345 feet to the West line of Section 6;

thence North 00°26'31" West 954.13 feet along Section line,

to the Point of Beginning.

Section 32: NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$, EXCEPT THEREFROM the following tract;

A parcel of land located in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 32, more particularly described as follows:

Commencing at the Southwest corner of said Section 32, from which the West Quarter corner of Section 32 bears North 00°08'50" East 2653.78 feet; thence North 00°08'50" East 1326.89 feet along the West boundary of said section to the Northwest corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$, monumented with a 5/8" rebar and cap labeled "AA Hudson, PLS 4735", thence South 89°52'27" East 30.00 feet along the North boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$ to a 5/8" rebar and cap set at the East right of way line of Hegstrom Road, a county road, the True Point of Beginning;

thence South 89°52'27" East 2272.05 feet along the North boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$ to a 5/8" rebar and cap set at an existing fence line;

thence along said fence line the following seven (7) courses:

thence South 03°11'18" West 419.49 feet;

thence South 27°19'07" West 7.58 feet;

thence South 45°25'57" West 184.02 feet;

thence South 89°26'43" West 518.32 feet;
thence South 56°45'16" West 474.20 feet;
thence North 87°52'59" West 368.78 feet;
thence North 87°58'54" West 321.65 feet to a 5/8" rebar and cap set at a fence corner;
thence North 81°14'35" West 458.21 feet to a 5/8" rebar and cap set at a fence corner;
thence North 75°50'35" West 52.56 feet along said fence line to a 5/8" rebar and cap set at said East right of way line;
thence North 00°31'01" West 627.92 feet along said East right of way line to a 5/8" rebar and cap;
thence North 00°08'50" East 89.24 feet along said East right of way line, to the True Point of Beginning.

Section 33: SW¼SW¼, E½SW¼, W½SE¼, SE¼SE¼.

Township 10 South, Range 40 East of the Boise Meridian:

Section 4: Lots 1, 2, 3 and 4, S½NE¼, S½NW¼.

Section 5: N½, SW¼, EXCEPT THEREFROM, the following described tract:

Beginning at the Northwest corner of the NW¼SW¼ of said Section 5, and running

thence East 550 feet; thence South 240 feet;
thence West 550 feet; thence North 240 feet;
to the Point of Beginning.

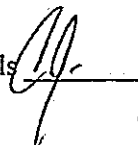
Section 6: Lots 1, 2, 3, and 4.

EXCEPT THEREFROM, a tract located in Section 31, T. 9 S., R. 40 E., B.M., and in Section 6, T 10 S. R. 40 E., B.M., more particularly described as follows:

Beginning at the Northwest corner of Section 6, and running
thence North 1320 feet along the West line of Section 31 to the Northwest corner of Lot 4 of Section 31;
thence East 211 feet along the North line of said Lot 4 to the centerline of Turner Canal;
thence following said centerline through the following courses:
thence South 17°00' East 130 feet;
thence South 125 feet;
thence South 36°00' East 334 feet;
thence South 75°00' East 270 feet;
thence South 49°00' East 285 feet;
thence South 33°00' East 426 feet;
thence South 54°30' West 277 feet to the Westerly right of way line of the County Road;
thence South 37°00' East 462 feet along said right of way line;
thence South 63°00' West 1345 feet to the West line of Section 6;
thence North 00°26'31" West 954.13 feet along Section line,
to the Point of Beginning.

ALSO EXCEPT THEREFROM, A parcel of land located in Lot 4, said Section 6, and further described as follows:

Beginning at the Northeast corner of Section 1, Township 10 South, Range 39



East of the Boise Meridian;
thence North $00^{\circ}01'15''$ East 261.90 feet along the West line of said Section 6;
thence North $63^{\circ}00'00''$ East 1352.37 feet to the Westerly right of way line of Mountain Road;
thence South $35^{\circ}54'07''$ East 52.33 feet along said right of way line to the beginning of a 460.00 foot
radius curve concave to the Southwest;
thence Southeasterly along said curve through a central angle of $21^{\circ}07'08''$ a distance of 169.55 feet
(chord=South $25^{\circ}20'33''$ East 168.59 feet) along said right of way line to a 5/8" rebar with cap
labeled "A.A. HUDSON, PLS 4735"
thence South $62^{\circ}29'29''$ West 1474.63 feet,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Southwest corner of said Lot 4 which is monumented by a rebar and cap labeled "Gem Valley Survey LS 9169";
thence North $00^{\circ}39'43''$ West 214.06 feet along the West line of said Section 6 to the Northeast

corner of Section 1, Township 10 South, Range 39 East of the Boise Meridian;
thence North $62^{\circ}29'29''$ East 1474.63 feet to a rebar with cap labeled "A.A. HUDSON, PLS 4735" set

on the Westerly right of way line of Mountain Road, said point being on a 460.00 foot radius

curve concave to the Southwest;
thence Southeasterly along said curve through central angle of $21^{\circ}04'33''$ a distance of 169.21 feet;
thence South $06^{\circ}17'33''$ West 750.05 feet to a found rebar with cap (LS 9169) set on the South

line of said Lot 4;
thence North $89^{\circ}09'26''$ West 1235.82 feet,
to the True Point of Beginning.

Section 7: Beginning at the Northeast corner of said Section 7, and running
thence West 440 feet; thence South 198 feet;
thence East 440 feet; thence North 198 feet,
to the Point of Beginning.

Section 8: NW¼.

Section 14: ALL, EXCEPT THEREFROM, the following described tracts:

1. Beginning at the Northwest corner of Section 14, and running
thence South 754 feet, more or less, to the Southeast corner of a County Road;
thence North $38^{\circ}45'$ East along the Southeast line of said County Road 968 feet to the North line

of said Section 14;
thence West 597 feet, more or less,
to the Point of Beginning.

2. Beginning at the Northeast corner of Section 14, thence North $89^{\circ}41'41''$ West 2645.10 feet along the North line of Section 14; thence South $89^{\circ}59'45''$ West 1328.73 feet



along the North line from the Northeast corner of said Section 14; thence South 30 feet to the South right of way line of One Mile Road, the True Point of Beginning, and running
thence South 89°59'45" West 203.51 feet along said right of way line;
thence South 105.88 feet;
thence South 48°39' East 142.89 feet;
thence North 25°40' East 222.22 feet;
to the True Point of Beginning.

3. Beginning at a point 207.5 feet South of the NW¼SW¼ of said Section 14, and running
thence East 257 feet;
thence South 169.5 feet;
thence West 66 feet;
thence South 37 feet;
thence East 12 feet;
thence South 119 feet;
thence East 54 feet;
thence South 386 feet;
thence West 257 feet;
thence North 711.5 feet,
to the Point of Beginning.

4. Beginning at a point North 89°41'10" West 2645.1 feet along the North line of Section 14;
thence South 89°59'45" West 1532.22 feet along said North line from the Northeast corner of said
Section 14; thence South 30 feet to the South right of way line of One Mile Road, the True Point
of Beginning, said point being marked by a ½" diameter iron pin with a plastic cap, and running
thence continuing South 89°49'45" West 338.94 feet, to an iron pin;
thence South 24°39' East 431.89 feet, to an iron pin;
thence East 326.03 feet, to an iron pin;
thence North 17°19' West 201.41 feet, to an iron pin;
thence North 48°39' West 142.89 feet, to an iron pin;
thence North 105.88 feet, to the True Point of Beginning.

Township 11 South, Range 40 East of the Boise Meridian:

Section 22: All that portion of the S½NE¼ lying East of the Easterly boundary line of the County Road.

Section 23: S½N½.

Section 24: All that portion of the SW¼NW¼ lying West of the Bear River as presently located.

ALSO, a tract of land located in Section 14, 15, 22 and 23, more particularly described as follows:

Beginning at a point on the meridional center line of Section 22, which point is 569.25 feet South of the North Quarter corner of said Section 22, and running
thence West 66 feet;
thence North 396 feet;

thence West 330 feet;
 thence North 346.5 feet, more or less, to the center of Bear River;
 thence Easterly following said center line 400 feet, more or less, to the meridional
 center line of Section 15, aforesaid, at a point 280 feet North of the South Quarter
 corner of said Section 15;
 thence continuing Easterly and then Southerly, following the meanderings of said
 center line of Bear
 River to a point where said line intersects with North line of Section 22, aforesaid,
 at a point 830 feet, more or less, East of the North Quarter corner of said Section
 22;
 thence in a Southeasterly direction following said center line of Bear River, to a point
 in the East line of said Section 22, which point is 720 feet South of the Northeast
 corner of said Section 22;
 thence Northeasterly and then Northwesterly, following said center line of Bear
 River, to a point on the North line of Section 23, aforesaid, which point is 250
 feet, more or less, East of the Northwest corner of said Section 23;
 thence following the meanderings of the center line of Bear River to a point where it
 intersects the
 meridional center line of Section 14, aforesaid, at a point 660 feet, more or less,
 North of the South Quarter corner of said Section 14;
 thence following the meanderings of the center line of Bear River to a point on the
 South line of said
 Section 14, at a point 783.3 feet, more or less, East of the South Quarter corner of
 Section 14;
 thence Southeasterly, Easterly and Northeasterly following said center line of Bear
 River, to a point on
 the North line of Section 23, aforesaid, which point is 953.3 feet, more or less,
 West from the
 Northeast corner of said Section 23;
 thence East along the North line of said Section 23, a distance of 953.3 feet, more or
 less, to the
 Northeast corner of said Section 23;
 thence South along the East line of said Section 23, a distance of 1319.22 feet, more
 or less, to the
 Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 23;
 thence North 89°56' West along the North 1/16th line of Section 23, a distance of
 5290.16 feet, more or less, to the West line of said Section 23;
 thence North 89°09' West along the North 1/16th line of Section 22, aforesaid, a
 distance of 2643.88 feet, more or less, to the meridional center line of said Section
 22;
 thence North 00°04' West along the meridional center line of said Section 22, a
 distance of 766.6 feet,
 more or less, to the Point of Beginning.
 ALSO, a tract of land located in Section 15, 22 and 23, Township and Range
 aforesaid, more
 particularly described as follows:



Beginning at the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, and running
thence South along the Section line to the Southeast corner of Section 15;
thence East 250 feet, more or less, to the center of the main channel of Bear River;
thence following the center line of said river in a Southeasterly and then Westerly
direction to a point

where said center line of said river intersects the East line of Section 22, said point
being 720 feet,

more or less, South of the Northeast corner of said Section 22;

thence following the center line of said Bear River as it meanders through the
N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22, to a point where it intersects the North line of said Section
22, said point being 830 feet, more or less, East of the North Quarter corner of said
Section 22;

thence Northwesterly following the center line of Bear River to a point 280 feet, more
or less, North from the South Quarter corner of said Section 15;

thence Westerly, Northerly and Westerly, following the center line of Bear River as it
meanders through the E $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 15, to its intersection with the West 1/16th
line of said Section 15;

thence North along said West 1/16th line, 150 feet, more or less, to a point which is
650 feet, more or less, North of the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15;

thence in a Northwesterly direction 1038 feet, more or less, to a point which is 60 feet
East and 1190 feet South from the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15;

thence North 850 feet;

thence West 120 feet;

thence North 340 feet to an intersection with the North 1/16th line of said Section 15,
at a point 560 feet East of the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15;

thence East 2080 feet, more or less, to the meridional center line of said Section 15;

thence South along said meridional center line 2640 feet, more or less to the South
1/16th line of Section 15;

thence East along said South 1/16th line 2640 feet, more or less, to the Point of
Beginning.

ALSO, a tract of land in the S $\frac{1}{2}$ of Section 15 and N $\frac{1}{2}$ of Section 22, more
particularly described as follows:

Beginning at the South Quarter corner of said Section 15, and running

thence South 77°52'30" West 86.5 feet;

thence South 04°37' East 56.3 feet;

thence South 76°24' West 271.2 feet, more or less, to the Easterly right of way line of
Clemens Hill Road;

thence North 00°22' East 301.6 feet to the Southerly bank of Bear River;

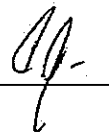
thence South 66°48' East along said bank 161.4 feet to the Northwest corner of a
corral;

thence South 81°17' East 101.7 feet to the Northeast corner of the corral;

thence North to the center of the Bear River, said point being 280 feet North and 93
feet West of the

South Quarter corner of said Section 15;

thence East, Southeasterly and Southerly along the meanderings of said river to a
point which is 930 feet East and 430 feet South of the South Quarter corner of said Section



15;

thence West 100 feet;
thence North 61°32' West 722.56 feet;
thence North 35°57' West 105.73 feet;
thence West 132.92 feet, to the Point of Beginning.

EXCEPT THEREFROM, the following described tracts of land:

1. Beginning at a point 560 feet East of the Northwest corner of the SW¼NW¼ of said Section 15, and running
thence East 232 feet;
thence South 200 feet;
thence in a Southeasterly direction 332 feet, more or less, to a point which is 1000 feet East and

528 feet South of the Northwest corner of the SW¼NW¼ of Section 15;
thence West 320 feet;
thence North 188 feet;
thence West 120 feet;
thence North 340 feet, to the Point of Beginning.

2. Beginning at a point in the center of the Bear River, which point is approximately 370 feet North from the South Quarter corner of Section 15, and running
thence West 383 feet;
thence South 400 feet;
thence East 260 feet;
thence South 400 feet;
thence East 1000 feet, more or less, to the center of the Bear River;
thence Northwesterly up the center of Bear River,
to the Point of Beginning.

3. Beginning at a point 66 feet West and 173.25 feet South of the Northeast corner of NW¼ of said Section 22, and running
thence West 330 feet; thence South 396 feet;
thence East 330 feet; thence North 396 feet,
to the Point of Beginning.

Township 11 South, Range 41 East of the Boise Meridian:

Section 4: S½SW¼, EXCEPT THEREFROM, Beginning at the Southeast corner of the SE¼SW¼ of said Section 4, and running
thence West 260.7 feet; thence North 1320 feet;
thence East 260.7 feet; thence South 1320 feet;
to the Point of Beginning.

Section 5: SE¼SE¼.

Section 8: NE¼NE¼.

Section 9: N½NW¼.



Exhibit "B"

Personal Property

Water Rights:

All water rights represented by Decree Nos. 13-2197, 13-7161, 29-8240, 29-8241, 13-7010 and 13-733 issued by the Idaho Department of Water Resources.

Water Stock:

415 shares of stock in the Farmer's Land and Irrigation Corporation delivered by the Soda Canal, 2,242.50 shares of stock in the Last Chance Canal Company, 1,025 shares of stock in the North Extension Lateral Canal Company, 438 shares of stock in the Tanner Canal Company, 864 shares of stock in First West Lateral Canal Company, 100 shares of stock in Last Chance Canal Company stock delivered by East Branch Canal Company, 223 shares of stock in the Gentile Valley Irrigation Company and the water rights represented thereby.

Further secured with UCC Financing Statement filed by AXA Equitable Life Insurance Company with the state of Alaska.

Instrument # 184976

CARIBOU COUNTY

4-5-2010 11:59:46 No. of Pages: 12

Recorded for : CARIBOU TITLE

VEDA MASCARENAS

Fee: 36.00

Ex-Officio Recorder Deputy

Index to: MORTGAGE

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY
SUITE 400
STOCKTON, CA 95219

Instrument # 185149

CARIBOU COUNTY

5-10-2010 11:18:46 No. of Pages: 12

Recorded for : CARIBOU TITLE

VEDA MASCARENAS

Fee: 36.00

Ex-Officio Recorder Deputy

Index to: MORTGAGE

This Mortgage is re-recorded to correct an error in
the description.

Loan 10023600/mef

IDAHO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

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

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

~~THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING~~

("Mortgage"), dated as of the 1ST day of APRIL, 2010 is made between JORGENSEN FARMS LIMITED PARTNERSHIP, an Alaska limited partnership whose address is 1928 OLD HIGHWAY 30, BANCROFT, IDAHO 83217, hereinafter called "Mortgagor," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Mortgagee."

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of SEVEN MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,200,000.00) with interest, all as set forth in Mortgagor's certain Promissory Note ("Note") of even date herewith maturing JULY 1, 2025.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, 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 Mortgagee all the property (the "Property") hereinafter described, to wit:

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

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

- II. Any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described real property. Mortgagor 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. 415 shares of stock in the Farmer's Land and Irrigation Corporation delivered by the Soda Canal, 2,242.50 shares of stock in the Last Chance Canal Company, 1,025 shares of stock in the North Extension Lateral Canal Company, 438 shares of stock in the Tanner Canal Company, 864 shares of stock in First West Lateral Canal Company, 100 shares of stock in Last Chance Canal Company stock delivered by East Branch Canal Company, 223 shares of stock in the Gentile Valley Irrigation Company and the water rights represented thereby.
- IV. All water rights represented by Decree Nos. 13-2197, 13-7161, 29-8240, 29-8241, 13-7010 and 13-733 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.

~~TOGETHER WITH~~ (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to 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 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

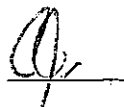
water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (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 Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD the same unto the Mortgagee, its 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 Note and the interest thereon at the times and places and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void and shall be released by the 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 and this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Mortgagor's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Property and improvements thereon in good condition and repair and not to commit or suffer



waste thereof, 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 Mortgagee; and (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Property as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) in the event the Mortgagor shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the 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 Mortgagee; (h) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (i) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (j) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (k) Mortgagor is lawfully seized of the Real Estate in fee simple, the same is free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to the Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (g) above shall be at the rate set forth in the Note 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 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 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 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 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 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 Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by the 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 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, 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 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 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 and Mortgagee, and, cumulative of all other rights of Mortgagee hereunder, 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 Mortgagee to file one or more financing statements and continuation statements describing the Collateral, hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee, and agrees, if requested by 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 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 Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. 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 Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the UCC ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of the Collateral in accordance with 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 Mortgagee, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor; (b) Mortgagor's chief

executive officer or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

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

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

In presence of:

JORGENSEN FARMS LIMITED PARTNERSHIP,
an Alaska limited partnership

By: Jorgensen Farms, L.L.C.,
an Idaho limited liability company
its General Partner

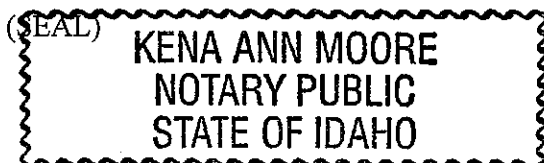
By: Carl B. Jorgensen
Carl B. Jorgensen, Manager

(ALASKA PARTNERSHIP ACKNOWLEDGMENT)

STATE OF IDAHO
COUNTY OF Caribou)

On this 1st day of April, 2010, before me, Kena Ann Moore a Notary Public in and for said State, personally appeared **Carl B. Jorgensen.**, known or identified to me (or proved to me on the oath of _____) to be the Manager of **Jorgensen Farms, L.L.C., a limited liability company**, one of the partners in the partnership of **Jorgensen Farms Limited Partnership**, an Alaska limited partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said partnership name.

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



Kena Ann Moore
Notary Public for Idaho
Residing at Soda Springs, Idaho
My commission expires 8/15/15

Exhibit "A"

Legal Description

Caribou County, Idaho:

Township 5 South, Range 40 East of the Boise Meridian:
Section 13: All.

Township 5 South, Range 41 East of the Boise Meridian:

Section 19: Lots 1, 2, 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 30: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 33: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, ALSO, A TRACT OF LAND IN Sections 19, 20, 29, 30 and 32, more particularly described as follows:

Beginning at a point 1275.5 feet South of the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township and Range aforesaid, and running

thence East 1157.7 feet;

thence South 41°41' East 2053.8 feet;

thence South 37°58' East 1977.9 feet;

thence South 13°41' East 914.3 feet, more or less, to the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township and Range aforesaid;

thence East 920.5 feet;

thence South 1324.5 feet;

thence West 920.5 feet;

thence South 1324.5 feet;

thence South 12°49' East 1196.0 feet;

thence South 36°51' East 803 feet;

thence South 20°50' East 895.3 feet to a point on the South line of Section 29 a distance of 1574.1 feet West of the Section corner common to Sections 28, 29, 32, and 33, Township and Range aforesaid;

thence South 20°50' East 1091.8 feet;

thence South 71°26' West 1084.3 feet;

thence North 28°09' West 1294.5 feet;

thence North 76°44' West 690.1 feet;

thence South 9°58' West 959.4 feet;

thence South 0°13' West 1029.4 feet;

thence South 53°40' East 516.9 feet;

thence South 42°48' East 1935.0 feet;

thence South 50°22' East 2529.6 feet, more or less, to the South Section corner common to Sections 32 and 33, Township and Range aforesaid;

thence West 3960 feet;

thence North 5280 feet;

thence West 1320 feet, more or less, to the Southwest corner of Section 29;

thence North 1320 feet;

thence East 1320 feet;

thence North 1320 feet;

thence West 3960 feet;

thence North 3960 feet;

[Signature]

thence East 1320 feet;
thence North 2684.5 feet, more or less,
to the Point of Beginning.

Township 9 South, Range 39 East of the Boise Meridian:

Section 25: W $\frac{1}{2}$ SW $\frac{1}{4}$, Lot 3,

ALSO, Beginning at the Northeast corner of Lot 4 of Section 25, and running

thence South 231 feet;

thence Southwesterly to a point 255.75 feet South of the Northwest corner of Lot 4;

thence North 255.75 feet to the Northwest corner of Lot 4;

thence East along the North line of Lot 4,

to the Point of Beginning.

EXCEPT THEREFROM the following described tracts;

1. Beginning at the Northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, and running

thence South on the East boundary line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 255.75 feet;

thence Northwesterly to a point on the North boundary line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$
759 feet West of

the Point of Beginning;

thence East on the North boundary line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 759 feet, to the Point
of Beginning.

2. All that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ lying West of Mountain Road.

Township 9 South, Range 40 East of the Boise Meridian:

Section 2: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Southerly of the right of way of the Old
Highway 30

as presently located.

Section 9: E $\frac{1}{2}$, EXCEPT THEREFROM, the following described tract:

Beginning at the Southeast corner of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9, and running

thence Westerly along the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 2631.0 feet, more
or less, to the

Southwest corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$;

thence Northerly along the West line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 107.0 feet, more or
less, to a point

in a line parallel with and 110.0 feet Northerly from the centerline of said U.S.
Highway No. 30,

Project No. F-RF-1481(14) Highway Survey;

thence South 89°58'40" East along said parallel line 2590.0 feet, more or less, to a
point opposite Station 665+60 of said Highway Survey;

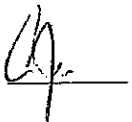
thence North 0°01'20" East 80.0 feet to a point in a line parallel with and 190 feet
Northerly from the

centerline of said Highway Survey;

thence South 89°58'40" East along said last parallel line 41.0 feet, more or less, to a
point in the East line of said S $\frac{1}{2}$ SE $\frac{1}{4}$;

thence Southerly along said East line 186.0 feet, more or less, to the Point of
Beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Northeast corner of said Section 9,



and running
thence South 495 feet;
thence West 528 feet;
thence North 33°41'24" West 594.16 feet, more or less, to a point 858 feet West of
the Point of Beginning;
thence East 858 feet, to the Point of Beginning.

Section 10: E½NE¼.

Section 11: W½NW¼, and all that portion of the NE¼NW¼ lying Southerly of Highway 30
North, as presently located.

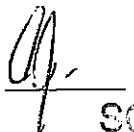
EXCEPT THEREFROM, Beginning at the Northwest corner of Section 11 located
North 00°07'34" East 5330.09 feet from the Southwest corner of said Section 11;
thence South 00°07'34" West 850.75 feet along the West line of said Section;
thence East 1215.87 feet to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 4735",
the True Point of

Beginning, and running

thence North 22°16'54" East 89.22 feet to a 5/8" rebar with cap;
thence South 89°53'56" East 270.94 feet to a 5/8" rebar with cap;
thence North 09°19'32" East 256.53 feet to a 5/8" rebar with cap;
thence South 53°44'22" East 344.47 feet to a 5/8" rebar with cap;
thence South 21°15'49" West 297.31 feet to a 5/8" rebar with cap;
thence South 45°47'34" West 149.59 feet to a 5/8" rebar with cap;
thence North 82°49'45" West 284.57 feet to a 5/8" rebar with cap set at a fence
corner;
thence South 17°14'08" West 118.07 feet along a fence line to a 5/8" rebar with cap;
thence South 89°49'52" West 336.99 feet to a 5/8" rebar with cap;
thence North 01°29'48" West 321.61 feet to a 5/8" rebar with cap set on a fence line;
thence North 88°30'12" East 253.76 feet,
to the True Point of Beginning.

Section 14: N½, EXCEPT THEREFROM, Beginning at the Northeast corner of said Section 14,
and running

thence Southerly along the East line of said Section 14 a distance of 139 feet, more or
less, to a point in a line parallel with and 130 feet Southerly from the centerline
of said U.S. Highway No. 30, Project No. F-RF-1481(14) Highway Survey;
thence North 89°58'40" West along said parallel line 1684 feet, more or less, to a
point opposite Station 755+00 of said Highway Survey;
thence South 65°47'40" West 109.66 feet to a point that bears South 0°01'20" West
175 feet from Station 754+00 of said Highway Survey;
thence South 85°15'31" West 301.04 feet to a point that bears South 0°01'20" West
200 feet from Station 751+00 of said Highway Survey;
thence South 71°35'14" West 316.23 feet to a point that bears South 0°01'20" West
300 feet from Station 748+00 of said Highway Survey;
thence North 77°58'51" West 336 feet, more or less, to a point in the West line of the
N½NE¼ of said Section 14;
thence Northerly along said West line 238 feet, more or less, to the Northwest corner
of said N½NE¼;



thence Easterly along the North line of said N½NE¼ a distance of 2611 feet, more or less,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Northeast corner of said Section 14, Township and

Range aforesaid, thence South 0°01'20" West 8.63 feet, more or less; thence North 89°58'40" West 1583.63 feet, more or less; thence South 0°01'20" West 130 feet, more or less, to the True Point of

Beginning, and running

thence South 0°01'20" West 670 feet;

thence South 21°46'45.1" East 215.41 feet;

thence South 0°01'20" West 550 feet;

thence South 73°19'26.8" West 522.01 feet;

thence North 89°58'40" West 200 feet;

thence North 0°01'20" East 700 feet;

thence North 54°57'19.9" West 270.08 feet;

thence North 0°01'20" West 523.88 feet;

thence North 77°58'51" West 187.14 feet;

thence North 0°43'58" West 51.26 feet;

thence South 77°58'51" East 332.16 feet, more or less;

thence North 71°35'14" East 316.23 feet;

thence North 85°15'31" East 301.04 feet;

thence North 65°47'40" East 109.66 feet, more or less; to the Point of Beginning.

ALSO EXCEPT THEREFROM, a parcel of land on both sides of the centerline of U.S. Highway 30,

Project No. F-RF-1481(14) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the N½NW¼ of Section 14, described as follows:

Beginning at the Northwest corner of Section 14, and running

thence Easterly along the North line of said Section 14, a distance of 2667.0 feet, more or less, to the

Northeast corner of the N½NW¼ of said Section 14;

thence Southerly along the East line of said N½NW¼ a distance of 238.0 feet, more or less;

thence North 77°58'51" West 483.0 feet, more or less, to a point in a line parallel with and 130.0 feet

Southerly from the centerline and opposite Station 740+00 of said U.S. Highway No. 30, Project No. F-RF-1481(14) Highway Survey;

thence North 89°58'40" West along said parallel line 2150.0 more or less, feet to a point opposite Station 718+50 of said Highway Survey;

thence South 00°01'20" West 100 feet to a point in a line parallel with and 230.0 feet

Southerly from the centerline of said Highway Survey;

thence North 89°58'40" West along said last parallel line 44.0 feet, more or less, to a point in the West line of said Section 14;

thence Northerly along the said West line 236.0 feet, more or less, to the Point of Beginning.

Section 29: SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPT that portion thereof lying North of the North Extension Company Canal.

Section 30: Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$.

9-1-10
5-1-10
Section 31: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$, EXCEPT THEREFROM, Beginning at a point on the Westerly right of way of a County Road, said point being 1332.6 feet South and 30 feet West of the Northeast corner of Section 31, and running
thence South along said right of way line 410 feet;
thence West 111 feet;
thence North 410 feet;
thence East 111 feet,
to the Point of Beginning.

ALSO EXCEPT THEREFROM, Beginning at the Northwest corner of Section 6, T. 10 S., R. 40 E., B.M. and running
thence North 1320 feet along the West line of Section 31 to the Northwest corner of Lot 4 of Section 31;

thence East 211 feet along the North line of said Lot 4 to the centerline of Turner Canal;

thence following said centerline through the following courses:

thence South 17°00' East 130 feet;

thence South 125 feet;

thence South 36°00' East 334 feet;

thence South 75°00' East 270 feet;

thence South 49°00' East 285 feet;

thence South 33°00' East 426 feet;

thence South 54°30' West 277 feet to the Westerly right of way line of the County Road;

thence South 37°00' East 462 feet along said right of way line;

thence South 63°00' West 1345 feet to the West line of Section 6;

thence North 00°26'31" West 954.13 feet along Section line,

to the Point of Beginning.

Section 32: NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$, EXCEPT THEREFROM the following tract;

A parcel of land located in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 32, more particularly described as follows:

Commencing at the Southwest corner of said Section 32, from which the West Quarter corner of Section 32 bears North 00°08'50" East 2653.78 feet; thence North 00°08'50" East 1326.89 feet along the West boundary of said section to the Northwest corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$, monumented with a 5/8" rebar and cap labeled "AA Hudson, PLS 4735", thence South 89°52'27" East 30.00 feet along the North boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$ to a 5/8" rebar and cap set at the East right of way line of Hegstrom Road, a county road, the True Point of Beginning;

thence South 89°52'27" East 2272.05 feet along the North boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$ to a 5/8" rebar and cap set at an existing fence line;

thence along said fence line the following seven (7) courses:

thence South 03°11'18" West 419.49 feet;

thence South 27°19'07" West 7.58 feet;

thence South 45°25'57" West 184.02 feet;

thence South 89°26'43" West 518.32 feet;
 thence South 56°45'16" West 474.20 feet;
 thence North 87°52'59" West 368.78 feet;
 thence North 87°58'54" West 321.65 feet to a 5/8" rebar and cap set at a fence corner;
 thence North 81°14'35" West 458.21 feet to a 5/8" rebar and cap set at a fence corner;
 thence North 75°50'35" West 52.56 feet along said fence line to a 5/8" rebar and cap set at said East right of way line;
 thence North 00°31'01" West 627.92 feet along said East right of way line to a 5/8" rebar and cap;
 thence North 00°08'50" East 89.24 feet along said East right of way line,
 to the True Point of Beginning.

Section 33: SW¼SW¼, E½SW¼, W½SE¼, SE¼SE¼.

Township 10 South, Range 40 East of the Boise Meridian:

Section 4: Lots 1, 2, 3 and 4, S½NE¼, S½NW¼.

Section 5: N½, SW¼, EXCEPT THEREFROM, the following described tract:

Beginning at the Northwest corner of the NW¼SW¼ of said Section 5, and running

thence East 550 feet; thence South 240 feet;
 thence West 550 feet; thence North 240 feet;
 to the Point of Beginning.

Section 6: Lots 1, 2, 3, and 4.

EXCEPT THEREFROM, a tract located in Section 31, T. 9 S., R. 40 E., B.M., and in Section 6, T 10 S. R. 40 E., B.M., more particularly described as follows:

Beginning at the Northwest corner of Section 6, and running
 thence North 1320 feet along the West line of Section 31 to the Northwest corner of Lot 4 of Section 31;
 thence East 211 feet along the North line of said Lot 4 to the centerline of Turner Canal;
 thence following said centerline through the following courses:
 thence South 17°00' East 130 feet;
 thence South 125 feet;
 thence South 36°00' East 334 feet;
 thence South 75°00' East 270 feet;
 thence South 49°00' East 285 feet;
 thence South 33°00' East 426 feet;
 thence South 54°30' West 277 feet to the Westerly right of way line of the County Road;
 thence South 37°00' East 462 feet along said right of way line;
 thence South 63°00' West 1345 feet to the West line of Section 6;
 thence North 00°26'31" West 954.13 feet along Section line,
 to the Point of Beginning.

ALSO EXCEPT THEREFROM, A parcel of land located in Lot 4, said Section 6, and further described as follows:

Beginning at the Northeast corner of Section 1, Township 10 South, Range 39

[Handwritten signature]

East of the Boise Meridian;
thence North 00°01'15" East 261.90 feet along the West line of said Section 6;
thence North 63°00'00" East 1352.37 feet to the Westerly right of way line of Mountain Road;
thence South 35°54'07" East 52.33 feet along said right of way line to the beginning of a 460.00 foot

radius curve concave to the Southwest;
thence Southeasterly along said curve through a central angle of 21°07'08" a distance of 169.55 feet

(chord=South 25°20'33" East 168.59 feet) along said right of way line to a 5/8" rebar with cap

labeled "A.A. HUDSON, PLS 4735"
thence South 62°29'29" West 1474.63 feet,
to the Point of Beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Southwest corner of said Lot 4 which is monumented by a rebar and cap labeled "Gem Valley Survey LS 9169";
thence North 00°39'43" West 214.06 feet along the West line of said Section 6 to the Northeast

corner of Section 1, Township 10 South, Range 39 East of the Boise Meridian;
thence North 62°29'29" East 1474.63 feet to a rebar with cap labeled "A.A. HUDSON, PLS 4735" set

on the Westerly right of way line of Mountain Road, said point being on a 460.00 foot radius

curve concave to the Southwest;
thence Southeasterly along said curve through central angle of 21°04'33" a distance of 169.21 feet;

thence South 06°17'33" West 750.05 feet to a found rebar with cap (LS 9169) set on the South

line of said Lot 4;
thence North 89°09'26" West 1235.82 feet,
to the True Point of Beginning.

Section 7: Beginning at the Northeast corner of said Section 7, and running
thence West 440 feet; thence South 198 feet;
thence East 440 feet; thence North 198 feet,
to the Point of Beginning.

Section 8: NW¼.

Section 14: ALL, EXCEPT THEREFROM, the following described tracts:

1. Beginning at the Northwest corner of Section 14, and running
thence South 754 feet, more or less, to the Southeast corner of a County Road;
thence North 38°45' East along the Southeast line of said County Road 968 feet to the North line

of said Section 14;
thence West 597 feet, more or less,
to the Point of Beginning.

2. Beginning at the Northeast corner of Section 14, thence North 89°41'41" West 2645.10 feet along the North line of Section 14; thence South 89°59'45" West 1328.73 feet

along the North line from the Northeast corner of said Section 14; thence South 30 feet to the South right of way line of One Mile Road, the True Point of Beginning, and running
thence South 89°59'45" West 203.51 feet along said right of way line;
thence South 105.88 feet;
thence South 48°39' East 142.89 feet;
thence North 25°40' East 222.22 feet;
to the True Point of Beginning.

3. Beginning at a point 207.5 feet South of the NW¼SW¼ of said Section 14, and running
thence East 257 feet;
thence South 169.5 feet;
thence West 66 feet;
thence South 37 feet;
thence East 12 feet;
thence South 119 feet;
thence East 54 feet;
thence South 386 feet;
thence West 257 feet;
thence North 711.5 feet,
to the Point of Beginning.

4. Beginning at a point North 89°41'10" West 2645.1 feet along the North line of Section 14;
thence South 89°59'45" West 1532.22 feet along said North line from the Northeast corner of said
Section 14; thence South 30 feet to the South right of way line of One Mile Road, the True Point
of Beginning, said point being marked by a ½" diameter iron pin with a plastic cap, and running
thence continuing South 89°49'45" West 338.94 feet, to an iron pin;
thence South 24°39' East 431.89 feet, to an iron pin;
thence East 326.03 feet, to an iron pin;
thence North 17°19' West 201.41 feet, to an iron pin;
thence North 48°39' West 142.89 feet, to an iron pin;
thence North 105.88 feet, to the True Point of Beginning.

Township 11 South, Range 40 East of the Boise Meridian:

Section 22: All that portion of the S½NE¼ lying East of the Easterly boundary line of the County Road.

Section 23: S½N½.

Section 24: All that portion of the SW¼NW¼ lying West of the Bear River as presently located.

ALSO, a tract of land located in Section 14, 15, 22 and 23, more particularly described as follows:

Beginning at a point on the meridional center line of Section 22, which point is 569.25 feet South of the North Quarter corner of said Section 22, and running
thence West 66 feet;
thence North 396 feet;

thence West 330 feet;
 thence North 346.5 feet, more or less, to the center of Bear River;
 thence Easterly following said center line 400 feet, more or less, to the meridional
 center line of Section 15, aforesaid, at a point 280 feet North of the South Quarter
 corner of said Section 15;
 thence continuing Easterly and then Southerly, following the meanderings of said
 center line of Bear
 River to a point where said line intersects with North line of Section 22, aforesaid,
 at a point 830 feet, more or less, East of the North Quarter corner of said Section
 22;
 thence in a Southeasterly direction following said center line of Bear River, to a point
 in the East line of said Section 22, which point is 720 feet South of the Northeast
 corner of said Section 22;
 thence Northeasterly and then Northwesterly, following said center line of Bear
 River, to a point on the North line of Section 23, aforesaid, which point is 250
 feet, more or less, East of the Northwest corner of said Section 23;
 thence following the meanderings of the center line of Bear River to a point where it
 intersects the
 meridional center line of Section 14, aforesaid, at a point 660 feet, more or less,
 North of the South Quarter corner of said Section 14;
 thence following the meanderings of the center line of Bear River to a point on the
 South line of said
 Section 14, at a point 783.3 feet, more or less, East of the South Quarter corner of
 Section 14;
 thence Southeasterly, Easterly and Northeasterly following said center line of Bear
 River, to a point on
 the North line of Section 23, aforesaid, which point is 953.3 feet, more or less,
 West from the
 Northeast corner of said Section 23;
 thence East along the North line of said Section 23, a distance of 953.3 feet, more or
 less, to the
 Northeast corner of said Section 23;
 thence South along the East line of said Section 23, a distance of 1319.22 feet, more
 or less, to the
 Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 23;
 thence North 89°56' West along the North 1/16th line of Section 23, a distance of
 5290.16 feet, more or less, to the West line of said Section 23;
 thence North 89°09' West along the North 1/16th line of Section 22, aforesaid, a
 distance of 2643.88 feet, more or less, to the meridional center line of said Section
 22;
 thence North 00°04' West along the meridional center line of said Section 22, a
 distance of 766.6 feet,
 more or less, to the Point of Beginning.
 ALSO, a tract of land located in Section 15, 22 and 23, Township and Range
 aforesaid, more
 particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, and running
thence South along the Section line to the Southeast corner of Section 15;
thence East 250 feet, more or less, to the center of the main channel of Bear River;
thence following the center line of said river in a Southeasterly and then Westerly
direction to a point

where said center line of said river intersects the East line of Section 22, said point
being 720 feet,

more or less, South of the Northeast corner of said Section 22;

thence following the center line of said Bear River as it meanders through the
N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22, to a point where it intersects the North line of said Section
22, said point being 830 feet, more or less, East of the North Quarter corner of said
Section 22;

thence Northwesterly following the center line of Bear River to a point 280 feet, more
or less, North from the South Quarter corner of said Section 15;

thence Westerly, Northerly and Westerly, following the center line of Bear River as it
meanders through the E $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 15, to its intersection with the West 1/16th
line of said Section 15;

thence North along said West 1/16th line, 150 feet, more or less, to a point which is
650 feet, more or less, North of the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15;

thence in a Northwesterly direction 1038 feet, more or less, to a point which is 60 feet
East and 1190 feet South from the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15;

thence North 850 feet;

thence West 120 feet;

thence North 340 feet to an intersection with the North 1/16th line of said Section 15,
at a point 560 feet East of the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15;

thence East 2080 feet, more or less, to the meridional center line of said Section 15;

thence South along said meridional center line 2640 feet, more or less to the South
1/16th line of Section 15;

thence East along said South 1/16th line 2640 feet, more or less, to the Point of
Beginning.

ALSO, a tract of land in the S $\frac{1}{2}$ of Section 15 and N $\frac{1}{2}$ of Section 22, more
particularly described as follows:

Beginning at the South Quarter corner of said Section 15, and running

thence South 77°52'30" West 86.5 feet;

thence South 04°37' East 56.3 feet;

thence South 76°24' West 271.2 feet, more or less, to the Easterly right of way line of
Clemens Hill Road;

thence North 00°22' East 301.6 feet to the Southerly bank of Bear River;

thence South 66°48' East along said bank 161.4 feet to the Northwest corner of a
corral;

thence South 81°17' East 101.7 feet to the Northeast corner of the corral;

thence North to the center of the Bear River, said point being 280 feet North and 93
feet West of the

South Quarter corner of said Section 15;

thence East, Southeasterly and Southerly along the meanderings of said river to a
point which is 930 feet East and 430 feet South of the South Quarter corner of said Section

15;

thence West 100 feet;
thence North 61°32' West 722.56 feet;
thence North 35°57' West 105.73 feet;
thence West 132.92 feet, to the Point of Beginning.

EXCEPT THEREFROM, the following described tracts of land:

1. Beginning at a point 560 feet East of the Northwest corner of the SW¼NW¼ of said Section 15, and running
thence East 232 feet;
thence South 200 feet;
thence in a Southeasterly direction 332 feet, more or less, to a point which is 1000 feet East and

528 feet South of the Northwest corner of the SW¼NW¼ of Section 15;
thence West 320 feet;
thence North 188 feet;
thence West 120 feet;
thence North 340 feet, to the Point of Beginning.

2. Beginning at a point in the center of the Bear River, which point is approximately 370 feet North from the South Quarter corner of Section 15, and running

thence West 383 feet;
thence South 400 feet;
thence East 260 feet;
thence South 400 feet;
thence East 1000 feet, more or less, to the center of the Bear River;
thence Northwesterly up the center of Bear River,
to the Point of Beginning.

3. Beginning at a point 66 feet West and 173.25 feet South of the Northeast corner of NW¼ of said Section 22, and running

thence West 330 feet; thence South 396 feet;
thence East 330 feet; thence North 396 feet,
to the Point of Beginning.

Township 11 South, Range 41 East of the Boise Meridian:

Section 4: S½SW¼, EXCEPT THEREFROM, Beginning at the Southeast corner of the SE¼SW¼ of said Section

4, and running
thence West 260.7 feet; thence North 1320 feet;
thence East 260.7 feet; thence South 1320 feet;
to the Point of Beginning.

Section 5: SE¼SE¼.

Section 8: NE¼NE¼.

Section 9: N½NW¼.

Exhibit "B"

Personal Property

Water Rights:

All water rights represented by Decree Nos. 13-2197, 13-7161, 29-8240, 29-8241, 13-7010 and 13-733 issued by the Idaho Department of Water Resources.

Water Stock:

415 shares of stock in the Farmer's Land and Irrigation Corporation delivered by the Soda Canal, 2,242.50 shares of stock in the Last Chance Canal Company, 1,025 shares of stock in the North Extension Lateral Canal Company, 438 shares of stock in the Tanner Canal Company, 864 shares of stock in First West Lateral Canal Company, 100 shares of stock in Last Chance Canal Company stock delivered by East Branch Canal Company, 223 shares of stock in the Gentile Valley Irrigation Company and the water rights represented thereby.

Further secured with UCC Financing Statement filed by AXA Equitable Life Insurance Company with the state of Alaska.



Loan 11619000**IDAHO FULL RELEASE OF MORTGAGE**

AXA Equitable Life Insurance Company (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of New York, hereby acknowledges that a certain Mortgage dated September 27, 2006, made and executed by Jorgensen Farms Limited Partnership to Mortgagee recorded on October 30, 2006 in the office of the Recording Officer of Caribou County, Idaho as Document No. 176784 of the records of said County, is redeemed, paid off, satisfied and discharged in full, and it hereby releases the Mortgage and consents that the same be cancelled and discharged of record by the Recording Officer thereunto duly authorized by these presents.

IN WITNESS WHEREOF, Mortgagee has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officer on April 26, 2010.

APPROVEDMA

AXA Equitable Life Insurance Company,

By: G. Michael Smith

G. Michael Smith, Vice President

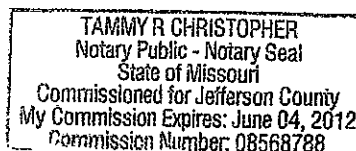
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this April 26, 2010, before me, Tammy R. Christopher a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within G. Michael Smith being the person authorized by said corporation to execute such instrument, stating his respective capacities in that behalf, to me personally well known, who stated that he is a Vice President of AXA Equitable Life Insurance Company, a corporation, and was duly authorized in his respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this April 26, 2010.

Tammy R. Christopher
Notary Public

My commission expires:



SCANNED

AUG 03 2010