Form 42-248(9) 3/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 19 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
47-8236			
47-2666			
47-2667			

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

   Simplot AB Retail, Inc. dba Simplot Grower Solutions
   Assignee of J.R. Simplot Company's interest
   1099 W. Front Street
   Boise, ID 83702
   Phone 208.780.7316
   Email james.alderman@simplot.com

4. Name of Water Right Owner/Claimant(s) Taylor & Dad Investments, LLC / Idaho Agri Investments LLC

5. Expiration Date of Notification Period 3/1/2028

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

7. Signature(s) of Security Interest Holder(s) _____

   Title, if applicable Secretary

For Office Use Only

Receipted by SG Date 1/20/2023 Receipt No. S039620 Fee $225.00

Processed by AJ _____ Date _____ WR DM Date 2-17-2023

SUPPORT DATA

IN FILE # 47-2666

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FEB 17 2023

TWIN FALLS COUNTY
RECORDED FOR:
ALLIANCE TITLE - BOISE PRODUC
02:14:40 PM 02-28-2020
2020003748
NO. PAGES 2 FEE: $13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CA
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley, LLP
c/o Sheila R. Schwager
877 Main Street, Suite 1000
Boise, Idaho 83701

ACCOMMODATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, effective July 1, 2019, J. R. Simplot Company dba Simplot Grower Solutions (herein the "**Assignor**"), hereby, grants, sells, assigns, transfers and conveys to Simplot AB Retail, Inc. dba Simplot Grower Solutions, whose mailing address is P.O. Box 27, Boise, Idaho 83707 (herein the "**Assignee**"), Assignor's complete and entire right, title and beneficial interest under that certain Mortgage, Fixture Filing, and Assignment of Leases and Rents dated effective April 29, 2016, executed by Hollifield Ranches, Inc., an Idaho corporation, successor by merger to Taylor & Dad Investments, Inc., an Idaho corporation who acquired title as and was converted from Taylor & Dad Investments, L.L.C. (**"Borrower Mortgagor"**); Terry Gene Hollifield and Carol Jean Hollifield (collectively **"Guarantor Mortgagor"**), and in which Assignor is named as Mortgagee, and recorded June 16, 2016, as Instrument No. 2016009999, records of Twin Falls County, Idaho (**"Mortgage"**).

Together with any and all other rights of any nature whatsoever accrued or to accrue under said Mortgage.

Subject to the terms herein, Assignee shall have all rights, powers and security originally belonging to the Assignor under the terms and conditions of the subject Mortgage. Assignor hereby transfers to Assignee all of Assignor's standing and right to enforce collection of the underlying indebtedness, seek legal relief and/or to pursue any related claim or course of action available at law or otherwise.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever. Assignor declares that it is the present and rightful holder of the subject Mortgage.

[SIGNATURE ON FOLLOWING PAGE]

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FEB 17 2023

Recorded Electronically
ID 20200037748
County Twin Falls
Date 2.25.2020 Time 2:14
Simplifile.com 800.460.5657

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley, LLP
c/o Sheila R. Schwager
877 Main Street, Suite 1000
Boise, Idaho 83701

ACCOMMODATION

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TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever. Assignor declares that it is the present and rightful holder of the subject Mortgage.

[SIGNATURE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Assignment effective July 1, 2019, was duly and properly executed by the undersigned on this 26 day of February, 2020.

J. R. SIMPLOT COMPANY

By: _____
Name: James B. Alderman
Title: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 26 day of February, 2020, before me, Tamara Swander, a Notary Public in and for said State, personally appeared James B. Alderman, known or identified to me to be the Secretary of J. R. Simplot Company, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

TAMARA SWANDER
COMMISSION #11484
NOTARY PUBLIC
STATE OF IDAHO

Tamara Swander
Notary Public for Idaho
Residing at Emmett
My commission expires 4-4-2024

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TWIN FALLS COUNTY
RECORDED FOR:
ALLIANCE TITLE - TWIN FALLS OF
01:08:48 PM 06-16-2016
2016009999
NO. PAGES 29 FEE: $94.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley, LLP
c/o Sheila R. Schwager
877 Main Street, Suite 1000
Boise, Idaho 83701

313187

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MORTGAGE, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF IDAHO.

THIS MORTGAGE, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (the "**Mortgage**") is made to be effective as of April 29, 2016, by and among **Hollifield Ranches, Inc., an Idaho corporation, successor by merger to Taylor & Dad Investments, Inc., an Idaho corporation who acquired title as and was converted from Taylor & Dad Investments, L.L.C. ("Borrower Mortgagor"); Terry Gene Hollified and Carol Jean Hollifield** (collectively "**Guarantor Mortgagor**") whose address is 22866 HWY 30, Hansen, Idaho 83334; and **J. R. Simplot Company dba Simplot Grower Solutions, a Nevada corporation,** (the "**Mortgagee**"), whose address is P.O. Box 27, Boise, Idaho 83707. White Gold Dairy, L.L.C., Taylor & Sons Investments, LLC, and Taylor & Dad Investments, Inc., (formerly known as Taylor & Dad Investments, LLC) have all merged with and are a part of Borrower Mortgagor.

1. **Granting Clause.** For good and valuable consideration, including the indebtedness described below the Borrower Mortgagor and the Guarantor Mortgagor, collectively or individually, as applicable to each parcel of property owned by one or more of each mortgagor, "**Mortgagor**"), hereby irrevocably grants, bargains, mortgages, sells and conveys to Mortgagee and its successors and assigns, with right of entry and possession as provided herein, all of Mortgagor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to that certain real property located in Twin Falls County, State of Idaho, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"); together with:

1.1 After-Acquired Title. Any after-acquired title of Mortgagor in and to the Property and in and to land lying in the streets and roads adjoining the Property;

1.2 Access, Etc. All access rights and easements, now or hereafter belonging or in any way appertaining to the Property;

1.3 Improvements. All buildings and other improvements and structures now or hereafter erected on, attached to, located on, or used or intended to be used in connection with the Property;

1.4 Leases. All existing and future leases, subleases, subtenancies, licenses, agreements and concessions relating to the use, occupancy or enjoyment of all or any part of the Property, together with any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

1.5 Rents. All rents, issues, income, revenues, royalties, profits, proceeds, earnings and other benefits now or hereafter payable with respect to or otherwise derived from the ownership, use, management, operation, leasing or occupancy of the Property, including, without limitation, cash or security deposited under any of the leases to secure the performance by the lessees of their obligations thereunder;

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1.6 Appurtenances. All tenements, hereditaments, appurtenances, privileges, choices in action, options to purchase all or any part of the Property or any interest therein (and any greater estate in the Property now owned or hereafter acquired by Mortgagor pursuant thereto), and other rights and interests now or in the future benefiting or otherwise relating to the Property, including, without limitation, easements, rights-of-way, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property, development rights, oil, gas or other mineral rights and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

1.7 Water. Notwithstanding any other provision, reservation or exceptions contained herein or on any exhibit hereto, the lien created hereby shall cover all Mortgagor's water rights, including but not limited to, rights to surface water, ground water, underground water, percolating waters, tributaries and non-tributaries, rights to any water from lakes, streams or other bodies of water, adjudicated, licensed, or permitted water and water rights, appropriated or unappropriated water and water rights, decreed or undecreed water and water rights, riparian and other water rights which are now owned or which are hereafter acquired by Mortgagor whether or not expressly excepted from the description of the Property, including but not limited to Idaho Department of Water Resources, Water Right Nos., 45-14011, 45-14013, 47-11062, 47-11784, 47-10664, 45-10078, 47-8236, 47-2666, 47-2667, and all water rights held with the Twin Falls Canal Company, including but not limited to Certificate Nos. 28776 (1.99 shares), 30463 (120 shares), 31101 (40 shares), 31102 (39 shares), 32024 (32.01 shares), 32581 (40.5 shares), 33134 (279.2 shares), 34787 (304.67 shares), 35493 (62.5 shares), 35494 (80 shares), 35956 (40 shares), 38788 (20 shares), 38789 (36.69 shares), 38790 (98.17 shares), 38791 (10.15 shares), 38792 (10 shares), 38793 (9 shares), 38794 (14.64 shares), 38795 (61.5 shares), 38796 (39 shares), 38797 (2.16 shares), 39188 (32.01 shares), 40018 (154.43 shares), and 40019 (76.50 shares), and all stock certificates or shares in any canal or ditch company serving the Property, and all deposits made with or other security given to utility companies by Mortgagor with respect to the Property;

1.8 Timber. All timber with respect to the Property, including, but not limited to, standing timber, timber to be cut, and cut timber;

1.9 Crops. Any and all present and future rights, title and interest in and to all crops growing or to be planted, cultivated, grown, raised and/or harvested, or any interest thereon, together with any and all agricultural and farm products produced or derived therefrom, of every nature and kind whatsoever, including aquatic goods produced in aquacultural operations;

1.10 Mineral and Gas Rights. All existing and future rights in royalties, leasehold, surface, subsurface and/or mineral rights now owned or after-acquired, oil and gas rights, and other mineral rights in or related to the Property;

1.11 Additional Property and Rights. All other property or rights of any kind or nature further set forth herein;

1.12 Proceeds. Any and all interest and estate that Mortgagor or Mortgagor's assigns may hereafter acquire in any of the above Property and all the rents, issues, proceeds, products, and profits of such Property; all of which shall be deemed to be and remain a part of the Property and not severable wholly or in any part without material injury to the freehold and shall be included in any references to the Property hereunder.

2. **Fixture Filing.** It is intended that the recording of this Mortgage shall be effective as a **"fixture filing"** under Article 9 of the UCC with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Property, and the Mortgage is to be filed and indexed in the real estate records not only as a mortgage, but also a fixture filing.

3. **Obligations Secured.** This Mortgage is given for the purpose of and does secure the following obligations (collectively, the **"Secured Obligations"**):

3.1 Obligations Identified in Loan Agreement. All obligations identified in that Loan Agreement dated effective April 29, 2016, (**"Loan Agreement"**), including but not limited to that certain promissory note payable by **Hollifield Ranches, Inc.**, the Borrower Mortgagor, as maker, to the order of Mortgagee, dated of even date herewith, evidencing a loan from Mortgagee to Borrower Mortgagor in an amount not exceed the original principal amount of

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3.2 Additional Obligations. Payment of any further sums advanced or loaned by Mortgagee to Borrower Mortgagor or Guarantor Mortgagor, or any of Borrower Mortgagor's or the Guarantor Mortgagor's successors or assigns, or otherwise owed by Borrower Mortgagor or the Guarantor Mortgagor to Mortgagee, together with interest thereon, if such sums, including reasonable costs and expenses incurred by Mortgagee, are owing pursuant to this Mortgage or any of the other documents executed by Borrower Mortgagor, Guarantor Mortgagor, or any other party securing or otherwise relating to the Loan Agreement or the obligations evidenced thereby, whether executed prior to, contemporaneously with, or subsequent to this Mortgage, together with interest thereon at the rate set forth in the relevant documents.

Mortgagor acknowledges that they will and have received a material benefit from the obligations set forth in the Loan Agreement, including the advancements under the Note and the forbearance terms set forth in the Loan Agreement, and that Mortgagee would not make or continue to make any advancements under the Note or other accommodations as set forth in the Loan Agreement, without the security of this Mortgage. Guarantor Mortgagor has independently investigated the financial condition of Borrower Mortgagor, has not relied upon any financial or other information provided by Mortgagee and does not expect Mortgagee to provide any such information in the future. Guarantor Mortgagor has reviewed the Loan Agreement, this Mortgage and all other documents and agreements to be signed by Mortgagor in connection with the Secured Obligations, and is otherwise fully familiar with the Secured Obligations. Mortgagor, to the fullest extent permitted by law, hereby unconditionally (i) waives presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waives any and all lack of diligence or delays in collection of enforcement, the right to plead laches and any and all statutes of limitations as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to the Secured Obligations; (iii) waives notice of acceptance hereof by Mortgagor under this Mortgage; (iv) waives notice of any and all advances made under the Note, Loan Agreement, Commercial Sales Agreement, Invoices, or any other agreement secured by this Mortgage; (v) waives any defense or right in any action or proceeding to enforce this Mortgage that resort must first be had to any other person obligated to pay, or collateral securing payment of, the Secured Obligations; and (vi) waives all claims and defenses Mortgagor might otherwise assert to enforcement of the Secured Obligations or this Mortgage as a surety. Mortgagor further agrees that Mortgagee may make renewals and extensions of the time for payment of the Secured Obligations, may modify the Secured Obligations, may add or release any property directly or indirectly securing the Secured Obligations, and may otherwise deal with the Borrower or any guarantor or collateral as Mortgagee may elect, without affecting the rights of Mortgagee hereunder.

Mortgagor's liability for payment and performance of the indebtedness and obligations of Borrower Mortgagor to Mortgagee is not limited to the property encumbered by this Mortgage, as Mortgagor has agreed to be liable for such indebtedness and obligations under a guaranty or other agreement with Mortgagee.

3.3 Obligations Under Loan Agreement. Performance by Mortgagor, as applicable, of each agreement, term, and condition set forth or incorporated by reference in the Loan Agreement and other documents and any modifications, extensions or renewals thereof, whether or not any such modification, extension or renewal is evidenced by a new document or documents, including, without limitation, any and all other "Secured Obligations" as defined in the Loan Agreement.

3.4 Cross-Collateralization. In addition to the Note and the Loan Agreement, this Mortgage secures the following indebtedness: all obligations, debts, and liabilities, plus interest thereon, of any Mortgagor to Mortgagee, as well as all claims by Mortgagee against Guarantor Mortgagor or Borrower Mortgagor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or Loan Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Each Mortgagor further covenants and agrees as follows:

4. **Assignment of Rents.** Mortgagor hereby assigns and transfers to Mortgagee all its right, title, and interest of Mortgagor in and under all leases now or hereafter affecting the Property (the "Leases"). This assignment is absolute, unconditional, and not in the nature of a security interest, it being the intention of Mortgagor to establish a complete and present transfer of all interests assigned hereunder with the right, but without the

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obligation, to collect all rents and profits of the Property under the Leases. So long as Mortgagor is not in default hereunder, Mortgagor may collect assigned rents and profits as the same fall due under the Leases; but, upon the occurrence of any Event of Default hereunder, all rights of Mortgagor to collect or receive rents and profits shall terminate until Mortgagee is paid in full. Upon the occurrence of an Event of Default hereunder and the exercise by Mortgagee of its rights herein granted, Mortgagor agrees that payment made by tenants or occupants to Mortgagee shall be considered as though made to Mortgagor and in discharge of the tenants' obligations to Mortgagor and such payments shall be credited as payments of Borrower on amounts due Mortgagee under the Loan Agreement. Nothing herein contained shall be construed as obligating Mortgagee to perform any of Mortgagor's covenants under any lease or rental arrangement.

5. **Assignment of Permits, Contracts, and Plans.** In addition to and without in any way derogating from the security interest granted Mortgagee in the Collateral, Mortgagor hereby assigns, grants, transfers, and sets over unto Mortgagee, Mortgagor's right, title, and interest in, to, and under any and all permits, approvals, commitments, designs, plans, specifications, contracts, including, but not limited to, logging, timber, construction, architectural and engineering contracts, subcontracts, surveys, appraisals, listing agreements, warranties, and any and all other contracts for work product relating to farming, logging, development or construction on the Property or any part thereof, together with all amendments, modifications, supplements, revisions, and addenda thereto heretofore or hereafter prepared or executed (collectively, the "**Permits, Contracts, and Plans**").

5.1 Security for Loans. This assignment is made as additional security for the payment and performance of all of the obligations of Mortgagor.

5.2 Liabilities. Mortgagee does not assume any obligations or duties of Mortgagor under the Permits, Contracts, and Plans unless and until Mortgagee shall have given Mortgagor written notice of the same. If Mortgagee does not directly undertake to complete development or construction of the Property, Mortgagee may assign such Permits, Contracts, and Plans to, and such obligations and duties of Mortgagor in connection with the Permits, Contracts, and Plans shall be assumed by, the person or entity designated by the Mortgagee for the purpose of completing such development or construction, and Mortgagee shall have no liability whatsoever for the performance of any such obligations and duties.

6. **Representations and Warranties.** To protect the security of this Mortgage and for the benefit of Mortgagee, Mortgagor does, for Mortgagor and for Mortgagor's successors and assigns, represents, covenant, warrant, and agree as follows:

6.1 Warranty of Title. Excepting matters accepted and approved by Mortgagee as exceptions to title in final title policies covering the Property, that Mortgagor, as applicable, has good and marketable title to an indefeasible fee simple estate in all real property described herein subject only to such liens and encumbrances, if any, specifically described herein or otherwise accepted or approved by Mortgagee in writing; that Mortgagor, as applicable owns all of the Property described herein free from liens, security interests, and encumbrances of any kind (other than those approved in writing by Mortgagee); that Mortgagor is vested with the right to convey all real property described herein to Mortgagee; and that no consent of other parties is required as a condition thereto. Mortgagor does hereby and will forever warrant and defend title to the Property herein conveyed and defend the validity and priority of the lien of this Mortgage against the claims and demands of all persons and parties;

6.2 Commercial Instrument. That the proceeds of the Note and obligations set forth in the Loan Agreement, secured hereby, have been and will be used for business or commercial purposes and not for personal or family purposes; and

6.3 Legal Entity, Business, Etc. That while any sums remain outstanding hereunder, Mortgagor will: (a) maintain its existence in the form under which it currently operates, and preserve in full force and effect all its rights and franchises having a material effect upon its business or the ownership of its properties; and (b) give prompt notice to Mortgagee of any material change in Mortgagor's business or financial position, any change in any location where Mortgagor's accounts and/or assets are to be maintained, the location of any new places of business of Mortgagor and the changing or closing of any of its existing places of business, and any change in Mortgagor's name.

7. **Maintenance and Inspection of Improvements.** Mortgagor shall not allow any material changes in the zoning of the Property or its zoning without Mortgagee's consent. Mortgagor shall not commit or suffer any

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waste and shall remedy any waste within thirty (30) days following Mortgagee's notice thereof; shall promptly comply with all the requirements of federal, state, and municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property or the use thereof and shall remedy any failure to so comply within thirty (30) days of notice of the failure to comply; and shall pay all fees or charges of any kind in connection therewith on the date such fees or charges are due. Mortgagee and its employees and agents shall be entitled from time to time to enter on the Property (including the interior of any structures), at reasonable times and after reasonable notice, to inspect the Property, ascertain compliance with the "Substances" warranties and covenants, including the right to take soil samples and conduct other reasonable tests and investigations, conduct appraisals to determine the value of the Property, or to perform any other act authorized hereunder or in the security agreement. Costs incurred in obtaining such inspections, appraisals, tests, and other activities described above shall be part of the obligations secured hereby, to the extent Mortgagor is obligated to pay them under the terms of the agreements signed in favor of Mortgagee. Mortgagor will permit access to the Property and will fully cooperate with Mortgagee in this regard.

8. Insurance.

8.1 Obligation to Insure. Mortgagor shall at all times provide, maintain and keep in force, at its own cost and expense, the insurance policies required in the agreements signed by Mortgagor in favor of Mortgagee, and such additional insurance as Mortgagee may require from time to time upon thirty (30) days' notice against the same or other hazards.

8.2 Exculpation; General Provisions Related to All Policies. Mortgagee shall not be obligated to obtain insurance, or be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Mortgage (a) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Mortgagor or Mortgagee that might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Mortgagee; (b) shall be issued in amounts no less than the amounts required by Mortgagee, issued by companies acceptable to Mortgagee; and (c) shall contain a provision that such policies will not be canceled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Mortgagee.

8.3 Delivery of Insurance Policies, Payment of Premiums. Mortgagor shall furnish Mortgagee with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with an original of all policies required hereunder marked "premium paid" and with evidence, satisfactory to Mortgagee, of the reissuance of such policy continuing insurance in force as required by this Mortgage. In the event any such insurance policy and/or evidence of payment of premium are not so delivered to Mortgagee as required hereunder, Mortgagor, by executing this Mortgage, specifically requests Mortgagee to obtain and pay for, and Mortgagee may obtain and pay for, such insurance for such risks covering Mortgagee's interest in the Property (without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder), and Mortgagor shall pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate (defined in the Notes) from the date of payment by Mortgagee shall be secured by this Mortgage.

9. Liens and Taxes.

9.1 Payment. To (a) pay at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and charges of any kind or nature whatsoever, which are imposed upon, assessed against or affect the Property or any part thereof, (b) pay when due all encumbrances, charges or liens of any kind or nature whatsoever, which create or may create a lien upon the Property or any part thereof, or any interest therein, whether prior and superior or subject and subordinate to the lien hereof, and (c) deliver, upon Mortgagee's request, to Mortgagee, within ten (10) days after the date upon which any such tax, assessment, encumbrance, charge or lien is due and payable by Mortgagor, official receipts of the appropriate taxing authority (or other proof satisfactory to Mortgagee) evidencing the payment thereof.

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9.2 Creation of Liens. Except for the first position mortgage of MetLife, Mortgagor will not, without Mortgagee's consent, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for normal ad valorem real property taxes that are not yet due and payable), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, prior to, on a parity with or subordinate to the lien of this Mortgage. If any of the foregoing becomes attached to the Property without such consent, Mortgagor will promptly cause the same to be discharged and released.

10. Books and Records. Mortgagor shall keep and maintain, or cause to be kept and maintained, proper and accurate books, records and accounts of the Property and of its own financial affairs to permit the preparation of financial statements therefrom. Mortgagee, through its agents, representative or employees, shall have the right, from time to time, at any time and at all times, during normal business hours, to examine, copy and audit such books, records and accounts. If the Property is at any time used for commercial or residential income purposes, Mortgagor shall deliver to Mortgagee, within thirty (30) days following Mortgagee's request, certified financial statements and profit-and-loss statements for Mortgagor and the Property prepared in accordance with generally accepted accounting principles.

11. Defense of Title. Mortgagor shall appear in and defend any suit, action, or proceeding that might affect the value of this Mortgage, the Mortgage itself, or the rights and powers of Mortgagee, including, without limitation, any condemnation or public improvement proceeding, and Mortgagee shall have the right to elect also to appear and defend any such action or proceeding, be made a party to such by reason of this Mortgage, or elect to prosecute such action as appears necessary to preserve said value, Mortgagor will, at all times, indemnify from and, on demand, reimburse Mortgagee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding.

12. No Changes. Mortgagor agrees that so long as any amount or obligation is outstanding by Borrower Mortgagor or Guarantor Mortgagor to Mortgagee, and except if and to the extent otherwise expressly provided in the agreements entered into with Mortgagee, Mortgagor will not, without the written consent of Mortgagee:

12.1 Change in Use. Change the use of the Property or allow any material permits or licenses required for such use of the Property to expire, lapse or be suspended or terminated.

12.2 Consent to Assessment District. Cause or otherwise consent to the formation of any community facilities district that includes the Property or any part of the Property, any assessment district that includes the Property or any part of the Property, or any other comparable or similar district, area or territory that includes the Property or any part of the Property pursuant to any restriction, or cause or otherwise consent to the levying of assessments by any such assessment district against the Property or any part thereof, the levying of special taxes by any community facilities district against the Property or any part thereof, or the levying of assessments, taxes or other imposition by any such district, area or territory. Mortgagor shall immediately give notice to Mortgagee of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a community facilities district. Mortgagee shall have the right to file a written objection to the inclusion of all or any part of the Property in a community facilities district, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

13. Notices Required. Mortgagor shall comply with and promptly, but not later than ten (10) days following receipt thereof, furnish to Mortgagee true and complete copies of any notices pertaining to the Property by any governmental authority of the United States, or the State, County, or City, or any other political subdivision in which the Property is located or which exercised jurisdiction over Mortgagor or the Property. Mortgagor shall promptly notify Mortgagee of any material fire or other material casualty or any notice of taking or eminent domain proceeding affecting the Property. Mortgagor shall promptly, but not later than ten (10) days following receipt thereof, notify Mortgagee of any other action, proceeding or investigation concerning the Property, or any party thereof, of which it acquires notice.

14. Mortgagee Authorized to Act. Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee may, but without obligation to do so and without notice to or demand upon Mortgagor

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and without releasing Mortgagor from any obligation hereunder: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; (b) commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the sole judgment of Mortgagee either appears to be prior or superior to this Mortgage; and, (d) in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable attorneys' fees, which cost will immediately be due from Mortgagor and will be one of the Secured Obligations under this Mortgage.

15. **Condemnation Proceeds.** In the event that all or any portion of the Property is taken under the right of eminent domain or condemnation, Mortgagee shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking be paid to Mortgagee and applied by it first to any reasonable costs, expenses, and attorneys' fees, both in trial and appellate courts, necessarily paid or incurred by Mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby. Mortgagor further agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation.

16. **Non-Waiver of Defaults.** The entering upon and taking possession of the Property, the collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any kind of taking or damage of the Property, and the application or release thereof as provided in this Mortgage shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default. Further, by accepting payment of any sums secured hereby after their due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare the failure to pay such sums an Event of Default.

17. **Events of Default.** Notwithstanding any cure periods described below, Mortgagor shall immediately notify Mortgagee in writing when Mortgagor obtains knowledge of the occurrence of any default specified below (individually, an "**Event of Default**"). Regardless of whether Mortgagor has given the required notice, the occurrence of one or more of the following shall constitute an Event of Default, subject to any applicable cure periods set forth in the Loan Agreements:

17.1 Payment Default. Borrower Mortgagor's or Guarantor Mortgagor's failure to pay any payment under the Note, guaranties, obligations under the Loan Agreement, or the documents executed in furtherance thereof, or any fees, charges, costs or expenses under this Mortgage or any other agreement issued in favor of Mortgagee when due; or any taxes, insurance premiums, assessments, or rents related to the Property;

17.2 Default Under Agreements. Failure by Borrower Mortgagor or Guarantor Mortgagor to perform, when due, any of the terms, covenants and conditions set forth in the Note, guaranties, Loan Agreement, or the documents executed in furtherance thereof;

17.3 Default on Obligations Secured by Property. Any failure to perform any obligation that is secured by any lien against or any interest in the Property, rights, or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to the Mortgage, subject to any applicable cure provisions;

17.4 Default on Other Obligations. The Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party fails to comply with or to perform any other term, obligation, covenant or condition under the terms of any loan agreement, promissory note, conditional sale contract, lease or other agreement, document or instrument evidencing, governing, or securing any indebtedness owing by the Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party to the Mortgagee; or any indebtedness owing by Borrower Mortgagor, Guarantor Mortgagor, to any third party and the period of grace, if any, to cure said default under such third party agreement shall have passed;

17.5 Judgments. Any judgment shall be obtained against the Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party;

17.6 Inability to Perform; Bankruptcy; Insolvency; Change in Ownership. (a) Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party shall die or cease to exist; (b) any bankruptcy,

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insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any federal or state law by or against Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party; (c) Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party shall become the subject of any out of court settlement with its creditors; or (d) Borrower Mortgagor, Guarantor Mortgagor, or any other obligated party is unable or admits in writing its inability to pay its debts as they mature;

17.7 Default Under Leases. Any defaults by Mortgagor under any material lease affecting the Property, any termination of such lease, or any modification, surrender, or cancellation of such lease without Mortgagee's prior written consent, which shall not be unreasonably withheld;

17.8 Adverse Change; Insecurity. Any material adverse change in the Property, including, without limitation, actual or threatened removal, demolition, or impairment of the Property, or any improvements thereon, or in the financial condition of Borrower Mortgagor, Guarantor Mortgagor, or Mortgagee in good faith deems itself insecure; and

17.9 Impact on Use of Property. Any impending or proposed: (a) condemnation, (b) rezone, or (c) modification or enactment of any ordinances or regulations that could materially affect any proposed development of the Property or the use or value thereof.

The waiver by Mortgagee of any Event of Default shall not constitute a waiver of any other or subsequent Event of Default.

18. Acceleration Upon Default; Additional Remedies. Upon any Event of Default, Mortgagee may, at its option and without notice to or demand upon Mortgagor, exercise any one or more of the following actions: declare all amounts secured by this Mortgage immediately due and payable; bring a court action to enforce the provisions of this Mortgage or any of the other agreements; judicially foreclose this Mortgage in any manner permitted by applicable law; exercise Mortgagee's rights with respect to any leases and rents; and/or exercise any or all of the other rights and remedies under this Mortgage and the other agreements, or available under law or in equity. To the extent permitted by law, every right and remedy provided in this Mortgage or afforded by law or equity or any other agreement between Mortgagee and Mortgagor may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

19. Crops. Mortgagee shall have full power to sell, lease, transfer, or otherwise deal with the Crops or proceeds thereof in Mortgagee's own name or that of Mortgagor. Mortgagee may enter upon the premises where crops are located and, using any and all of Mortgagor's equipment, machinery, tools, farming implements, and supplies, and improvements located on the Property: (a) farm, cultivate, irrigate, fertilize, fumigate, prune, and perform any other act or acts appropriate or necessary to grow, care for, maintain, preserve and protect the crops (using any water located in, on or adjacent to the premises); (b) harvest, pick, clean, and remove the crops from the premises; and (c) appraise, store, prepare for public or private sale, exhibit, market and sell the crops and any products of the crops; provided that Mortgagor hereby agrees that Mortgagee shall not be responsible or liable for returning the Property to their condition immediately preceding the use of the Property as provided herein or for doing such acts as may be necessary to permit future crops to be maintained on the Property.

20. Judicial Foreclosure. In the Event of Default, Mortgagee may commence an action to judicially foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property in the State of Idaho. Mortgagee shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including attorneys' fees (and attorneys' fees on appeal). The Property and/or any personal property securing the Secured Obligations ("**Collateral**") may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real and/or personal property, and in such manner or order as the Mortgagee, in its sole discretion, may elect. Mortgagee will be entitled to possession of the Property and Collateral during any redemption period allowed under the laws of the State of Idaho. However, if Mortgagor remains in possession of the Property and/or Collateral after it has been sold, Mortgagor will become a tenant at will of the purchaser of the Property and/or Collateral and will pay a reasonable rental for the use thereof while the same is in Mortgagor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property and/or Collateral as may be reasonably necessary for its proper operation, care, preservation or protection; pay any liens which become due; insure the Property and Collateral against loss by casualty and itself against liability arising from its ownership and use of the Property and/or Collateral; pay liens not extinguished by the

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foreclosure; and pay any other amounts relating to the Property and/or Collateral as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property and/or Collateral.

21. **Appointment of Receiver.** Upon the occurrence of an Event of Default and in accordance with applicable law, Mortgagee personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Mortgagor and their agents wholly therefrom; and having and holding the same may possess, use, operate, manage, improve and control the Property and conduct the business thereof; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, income, accounts, accounts receivable, contract rights and general intangibles included in the Property or generated by operations of the Property and every part thereof whether or not Mortgagee or a receiver is then in possession of the Property. Mortgagee shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Property exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Mortgagee shall not disqualify a person from serving as a receiver. The exercise of any right under this section shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy.

22. **Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Mortgage, under any other agreement, or under any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be, to the extent permitted by applicable law, entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, or given by any of other agreements issued to Mortgagee, and Mortgagee may pursue inconsistent remedies. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right.

23. **Repayment of Mortgagee's Expenditures and Advances.** Mortgagor, jointly and severally, shall immediately pay, without demand by Mortgagee, all sums expended or advanced hereunder or under any of the agreements entered in favor of Mortgagee, including this Mortgage, and all costs incurred by Mortgagee in enforcing or protecting their rights or interests hereunder or under any of the other agreements (including, without limitation, attorneys' fees, accountants' fees, and any other costs or expenses whatsoever), with interest from the date of any such expenditure or advance at the Default Rate applicable to any Note secured hereby, and the same shall constitute advances made under this Mortgage and repayment thereof shall be secured hereby. If Mortgagor fails to pay any such expenditures, advances, costs, or expenses, together with interest thereon, Mortgagee may, in addition to the other remedies provided hereunder to the extent permitted by applicable law, at its sole discretion: (a) commence an independent action against Mortgagor, jointly and severally, for the recovery of such sums; and/or (b) advance any undisbursed loan proceeds to pay the same. Such amounts are secured by this Mortgage.

24. **Due on Sale or Encumbrance.** Mortgagor acknowledges and agrees that the obligations secured by this Mortgage are personal to Mortgagor and that Mortgagor's personal responsibility, financial condition, and control of the Property were material inducements on which Mortgagee relied in making its loans, advancements, and accommodations to Borrower Mortgagor. Mortgagor agrees that except as otherwise provided herein, neither the Property nor any interest therein shall be encumbered, sold (by contract or otherwise), conveyed, leased, or otherwise transferred by Mortgagor. Any such action, which is not otherwise permitted herein, without Mortgagee's prior written consent shall be deemed to increase Mortgagee's risk, and shall be an Event of Default hereunder. If Mortgagee elects, in its sole discretion, to consent to any such action, then (i) Mortgagee may condition its consent on such terms and conditions as Mortgagee may require, such as payment of a transfer review fee and/or assumption fee, and/or an increase in the interest rate on the obligations secured hereby; and (ii) Mortgagor agrees to execute any documents as Mortgagee deems necessary to preserve or maintain its security interest in the Property. Mortgagee shall not be required to release the original obligor or any other party liable for such obligations.

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25. **Indemnification by Mortgagor.** Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, damages, costs, and expenses, including attorneys' fees and costs, that may be imposed on, incurred or paid by, or asserted against Mortgagee by reason or account of: (a) any action by Mortgagor in connection with the Property; (b) any good faith and commercially reasonable exercise of any of the rights and remedies or performance of any of the duties of Mortgagee under any of the agreements; or (c) any other liability arising in any manner in connection with the Property other than as a result of the gross negligence or willful misconduct of Mortgagee, and such obligation shall be secured by this Mortgage. If any claim, action, or proceeding is brought against Mortgagee that is the subject of the indemnity set forth in this Section, Mortgagor shall resist or defend against the same, if necessary in the name of the Mortgagee, by attorneys for Mortgagor's insurance carrier or otherwise by attorneys approved by Mortgagee.

26. **Further Assurances.** Borrower or Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such additional security instruments, in form and substance satisfactory to Mortgagee, which, in the reasonable opinion of Mortgagee, is essential to the operation of the Property covered by this Mortgage, and shall execute, acknowledge, and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document as Mortgagee may reasonably request in order to perfect, preserve, continue, extend, or maintain Mortgagee's security interests under or the priority of this Mortgage. Borrower or Mortgagor shall pay all costs in connection with the preparation, execution, recording, filing, and refiling of any such documents.

27. **Multiple Mortgagors.** If Mortgagor is comprised of more than one person or entity, then the term "Mortgagor" used herein shall refer to all such persons or entities collectively and to each such person or entity individually, such that all obligations, covenants, warranties, requirements, restrictions and other provisions of this Mortgage shall apply both collectively and individually, and each such person or entity shall be jointly and severally liable for all obligations secured by this Mortgage.

28. **Waiver.** To the extent any homestead exemption or other exemption applies, Mortgagor hereby waives all rights to such homestead exemption, other exemptions, or of the marshalling of liens and assets relating to the Property.

29. **Assignment.** Mortgagor may not assign the Mortgage to any person at any time, except in connection with a transaction approved in writing by Mortgagee under the terms of this Mortgage. Subject to such prohibitions against Mortgagor's assignment, this Mortgage shall inure to the benefit of and bind all of the parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns.

30. **Applicable Law.** This Mortgage is made with reference to and is to be construed in accordance with the laws (without regard to the choice of law rules) of the State of Idaho.

31. **Miscellaneous.** The term Mortgagee shall mean the holder and owner, including pledgee, of the obligations secured hereby, whether or not named as Mortgagee herein. In construing this Mortgage and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Mortgage may be executed in two or more counterparts, all of which will constitute one and the same instrument and lien.

32. **Possession and Maintenance of the Property.**

32.1 Possession and Use. Until the occurrence of an Event of Default, Mortgagor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any rents from the Property.

32.2 Duty to Maintain. Mortgagor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

32.3 Nuisance, Waste. Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Mortgagee.

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32.4 Removal of Improvements. Mortgagor shall not alter, demolish, or remove any Improvements from the Property without the prior written consent of Mortgagee. As a condition to the alteration, demolition, or removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.

32.5 Mortgagee's Right to Enter. Mortgagee and its agents and representatives may enter upon the Property at all reasonable times to attend to Mortgagee's interests and to inspect the Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.

32.6 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

32.7 Duty to Protect. Mortgagor agrees neither to abandon nor leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this Section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

33. Marshaling of Assets. Mortgagor hereby expressly waives all rights to require a marshaling of assets by the Mortgagee or to require Mortgagee to first resort to the sale of any portion of the Property that might have been retained by Mortgagor before foreclosing upon and selling any other portion thereof.

34. Severability. If any term of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

35. Modifications. This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

36. Mutual Negotiation. Mortgagee and Mortgagor confirm that they have mutually negotiated this Mortgage and that none of the terms or provisions of this Mortgage shall be presumptively construed against either party.

37. Jury Trial Waiver. MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES OR ANY INSTRUMENT OR OTHER AGREEMENT THAT EVIDENCES ANY OF THE SECURED OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. MORTGAGOR ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE MAKING THE LOAN EVIDENCED BY THE NOTES.

38. Merger. No merger shall occur as a result of Mortgagee acquiring any other estate in or lien on the Property, unless Mortgagee consents to a merger in writing.

[Signatures appear on following page]

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The parties have executed this Mortgage, Fixture Filing, and Assignment of Leases and Rents as of the day and year first above written.

BORROWER MORTGAGOR:

Hollifield Ranches, Inc. an Idaho corporation

Terry G. Hollifield, President

GUARANTOR MORTGAGOR:

Terry Gene Hollifield, Individually

GUARANTOR MORTGAGOR:

Carol Jean Hollifield, Individually

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 2nd day of ~~May~~ June, 2016, before me, Brooke Ann Knoff, a Notary Public in and for said State, personally appeared **Terry Gene Hollifield**, known or identified to me to be the President of **Hollifield Ranches, Inc.** or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

BROOKE ANN KNOFF NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Pocatello
My commission expires 4/26/22

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STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 2nd day of ~~May~~ June back, 2016, before me, Brooke Ann Knoff, a Notary Public in and for said state, personally appeared **Terry Gene Hollifield**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

BROOKE ANN KNOFF NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Pocatello
My commission expires 4/26/22

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 2nd day of ~~May~~ June back, 2016, before me, Brooke Ann Knoff, a Notary Public in and for said state, personally appeared **Carol Jean Hollifield**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

BROOKE ANN KNOFF NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Pocatello
My commission expires 4/26/22

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Customer Reference No.
File No. 313187

EXHIBIT A

PARCEL NO. 1

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho

Section 1: Lots 3 and 4 and the SW¼NW¼ and the W½SE¼NW¼ and Tax No. 44 described as:

BEGINNING at the Northwest corner of the NW¼SW¼ of said Section;
THENCE South 0°25' East 1081 feet;
THENCE North 48°05' East 1069 feet;
THENCE South 68°39' East 96 feet;
THENCE North 45°16' East 583 feet to the Northeast corner of said Section;
THENCE North 89°49' West 1321 feet to the POINT OF BEGINNING.

EXCEPT: A parcel of land situated in the NW¼SW¼ of Section 1, Township 11 South, Range 18 E., B.M., Twin Falls County, Idaho, being more particularly described as follows:

BEGINNING at the common property corner of lands owned by the Pringle Estate recorded as Instrument No. 247618 (of record shown as Instrument No. 237618), records of Twin Falls County, Idaho, and the Twin Falls Canal Company property recorded as Instrument No. 306650 in the records of Twin Falls County, Idaho; said point lies North 21°19'52" East 2390.75 feet (of record, 2397.75 feet) from the Southwest corner of said Section 1 and lies South 64°17'17" East 986.66 feet from the Northwest corner of said NW¼SW¼, Section 1;
THENCE North 46°44'54" East, 128.00 feet;
THENCE South 44°41'08" East, 153.28 feet;
THENCE South 24°56'47" West, 85.51 feet;
THENCE South 89°35'00" West, 68.47 feet;
THENCE North 11°44'00" West, 77.61 feet;
THENCE North 73°53'04" West, 84.00 feet to the POINT OF BEGINNING.

AND EXCEPT that strip of land conveyed to the State of Idaho for public highway in Deed recorded October 21, 1938 as Instrument No. 295579.

PARCEL NO. 2

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 21: All that portion of the NE¼NW¼; NW¼NE¼; SW¼NE¼; and NW¼SE¼, lying and being below the main canal of the Twin Falls Canal Company.

PARCEL 2-i:

Easement for the benefit of Parcel No. 2 as created by instrument recorded February 21, 2008, as Instrument No. 2008-003891, for roadway, described as follows:

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Customer Reference No.
File No. 313187

All of that portion of NW¼NW¼ of Section 21, Township 10 South, Range 19 East, Boise Meridian, lying parallel to, along, and being within 25 feet of the Southwesterly border line of the right of way of the Twin Falls Canal Company through said tract of land.

PARCEL NO. 3

The portion of the following parcel, West of Lateral 16:

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 27: A parcel of land located in the W½SW¼SE¼ and being more particularly described as follows:

COMMENCING at the quarterly section corner common to Sections 27 and 34, Township 10 South, Range 18 E., B.M., from which point the Southeast corner of said Section 27 bears East 2,645.53 feet;
THENCE East 562.96 feet along the section line common to Sections 27 and 34 to the REAL POINT OF BEGINNING;
THENCE along the centerline of a coulee the following courses and distances:
North 17°23' West 30.68 feet;
North 40°06' West 169.22 feet;
North 21°05' West 90.42 feet;
North 18°55' East 73.04 feet;
North 37°51' East 97.15 feet;
North 11°43'54" West 145.39 feet;
North 22°50'04" West 146.43 feet;
North 1°00'24" West 122.41 feet;
North 31°58'24" West 160.69 feet;
North 69°21'02" West 357.41 feet to a point on the West boundary of the SW¼SE¼ of Section 27;
THENCE North 0°41'02" West 270.67 feet to the Northwest corner of said SW¼SE¼;
THENCE North 89°59'50" East 661.45 feet along the North boundary of said SW¼SE¼;
THENCE South 0°40'50" East 1321.70 feet along the East boundary of the West half of said SW¼SE¼;
THENCE West 98.45 feet along the section line common to said Sections 27 and 34 to the REAL POINT OF BEGINNING.

PARCEL NO. 4

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 27: That portion of the W½SW¼SE¼, lying South and West of a Coulee, more particularly described as follows:

THE REAL POINT OF BEGINNING COMMENCING at the Quarter Section Corner common to Sections 27 and 34, Township 10 South, Range 18 E., B.M., from which point the Southeast corner of said Section 27 bears East 2,645.53 feet;
THENCE East 562.93 feet along the section line common to said Sections 27 and 34;
THENCE along the centerline of a coulee the following courses and distances:

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North 17°23' West 30.68 feet;
North 40°06'West 169.22 feet;
North 21°05' West 90.42 feet;
North 18°55' East 73.04 feet;
North 37°51' East 97.15 feet;
North 11°43'54" West 145.39 feet;
North 22°50'04" West 146.43 feet;
North 1°00'24" West 122.41 feet;
North 31°58'24" West 160.69 feet;
North 69°21'02" West 357.41 feet to a point on the West boundary of the SW¼SE¼ of Section 27;
THENCE South along the West boundary of the W½SW¼SE¼ to the REAL POINT OF BEGINNING.

EXCEPT the following: A portion of the W½SW¼SE¼ of Section 27, Township 10 South, Range 18 E., B.M., further described as:

BEGINNING at a point on the section line that is East 246.87 feet from the quarter section corner common to Sections 27 and 34, Township 10 South, Range 18 E., B.M.;
THENCE North 2°02' West along a fence line 183.70 feet;
THENCE North 86°43' East along a fence line 84.66 feet;
THENCE North 5°49' East along a fence line 43.11 feet;
THENCE North 81°56' East along a fence line 84.03 feet to the center of a coulee;
THENCE South 21°05' East along the center of the coulee, 90.42 feet;
THENCE South 40°06' East along the center of the coulee, 169.22 feet;
THENCE South 17°23' East along the center of the coulee 30.68 feet to the section line common to said Sections 27 and 34;
THENCE West along said section line 316.06 feet to the POINT OF BEGINNING.

PARCEL NO. 5

Township 10 South, Range 18 E., B.M., Twin Falls County, Idaho
Section 34: NW¼NE¼

PARCEL NO. 6

Township 10 South, Range 18 E., B.M., Twin Falls County, Idaho
Section 35: N½NW¼

PARCEL NO. 7

Township 10 South, Range 18 E., B.M., Twin Falls County, Idaho
Section 34: NE¼NE¼

PARCEL NO. 8

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

W1/2 Section 26 and E1/2 Section 27: A parcel of land located in the said sections, more particularly described as follows:

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COMMENCING at the section corner common to Section 26, 27, 34 and 35;
THENCE North 00°50'02" East along the West boundary of the SW1/4 of Section 26 for a distance of 1320.37 feet to the Southwest corner of the N1/2SW1/4 of Section 26 and being the TRUE POINT OF BEGINNING;
THENCE North 88°41'39" West along the South boundary of the N1/2SE1/4 of Section 27 for a distance of 100.67 feet to a point on the Northeasterly right-of-way boundary of Highway U.S. 30;
THENCE North 24°39'00" West along the Northeasterly right-of-way boundary of Highway U.S. 30 for a distance of 2948.15 feet;
THENCE North 65°21'00" East along the Northeasterly right-of-way boundary of Highway U.S. 30 for a distance of 30.00 feet;
THENCE North 24°39'00" West along the Northeasterly right-of-way boundary of Highway U.S. 30 for a distance of 240.14 feet to the intersection with the Southwesterly right-of-way of the Union Pacific Railroad, said point being on the arc of a curve right;
THENCE Southeasterly along the Southwesterly right-of-way boundary of the railroad on the arc of the curve right for a distance of 664.35 feet to the point of tangent of the simple curve and being the P.C.S. of a spiral curve to the right, said simple curve arc having a radius of 2864.79 feet and a chord bearing and distance of South 61°25'01" East 662.76 feet;
THENCE Southeasterly along the Southwesterly right-of-way boundary of the railroad on the arc of the spiral curve for a distance of 206.33 feet to the point of tangent, said spiral having a chord bearing and distance of South 53°07'38" East 206.32 feet;
THENCE South 52°26'53" East along the Southwesterly right-of-way of the railroad on a bearing of South 52°26'53" East for a distance of 3054.41 feet;
THENCE leaving the Southwesterly right-of-way boundary of the railroad on a bearing of South 65°35'17" West for a distance of 189.28 feet;
THENCE North 89°37'21" West for a distance of 409.82 feet;
THENCE South 75°36'08" West for a distance of 108.50 feet;
THENCE South 65°00'38" West for a distance of 361.98 feet;
THENCE South 65°17'45" West for a distance of 825.50 feet to a point on the Westerly boundary of the N1/2SW1/4 of Section 26;
THENCE South 00°50'02" West along the Westerly boundary of the N1/2SW1/4 of Section 26 for a distance of 9.62 feet to the Southwest corner of the N1/2SW1/4 of Section 26 and being the TRUE POINT OF BEGINNING.

PARCEL 8-i:

Non-exclusive easement for the benefit of Parcel No. 8 as created by instrument recorded June 9, 2004, as Instrument No. 2004-012378, for the use and maintenance of a buried water line, described as follows:

An easement 15.0 feet wide centered on the following described line:

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho Section 35
COMMENCING at the South one quarter corner of Section 35;
THENCE South 89°02'58" East along the South boundary of Section 35 for a distance of 1893.52 feet; THENCE North 00°57'02" East for a distance of 341.26 feet to the TRUE POINT OF BEGINNING;
THENCE South 75°36'00" West for a distance of 81.67 feet to a gate valve;

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THENCE from the gate valve continuing along the main line on a bearing of South 72°22'53" West 344.64 feet to a gate valve and a tee in the main line;
THENCE North 31°56'03" West for a distance of 7651.58 feet to the intersection with the South boundary of the Armour Feed Yard parcel and being the terminus of said Easement.

PARCEL 8-ii:

Non-exclusive easement for the benefit of Parcel No. 8 described as Easement No. 3 in instrument recorded October 27, 1992, as Instrument No. 1992015490, to maintain and repair a buried water line and accessories, described as follows:

Easement and right of way 15.0 feet wide and centered on approximately the following described line:

Commencing at the South one-quarter corner of Section 35, Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho, thence
South 89°02'58" East along the South boundary of Section 35 for a distance of 1297.82 feet, thence
North 00°57'02" East for a distance of 504.12 feet to the True Point of Beginning.

Thence North 31°56'09" West for a distance of 7301.20 feet to the terminus point of said Easement.

PARCEL 8-iii:

A non-exclusive easement and right of way for the benefit of Parcel No. 8 described in Instrument No. 1994-018788 on and across that certain existing roadway, thirty feet in width and extending in an East/West direction from Highway U.S. 30 through the Southern portion of the parcel of land located in Section 35 of Township 10 South, Range 19 East, and Section 2 of Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows;

COMMENCING at the Southwest corner of said Section 35;
THENCE South 89°02'58" East along the South boundary of said Section 35 for a distance of 3059.94 feet to the intersection with the Easterly right-of-way boundary of Highway U.S. 30;
THENCE South 24°39'00" East along the Easterly right-of-way boundary of Highway U.S. 30 for a distance of 21.52 feet to the TRUE POINT OF BEGINNING;
THENCE North 64°32'20" East for a distance of 431.44 feet;
THENCE North 59°43'11" East for a distance of 478.97 feet;
THENCE North 53°24'11" East for a distance of 68.65 feet;
THENCE North 29°10'14" East for a distance of 56.83 feet;
THENCE North 20°03'31" East for a distance of 34.86 feet;
THENCE North 02°12'23" East for a distance of 148.15 feet;
THENCE North 01°41'57" East for a distance of 173.98 feet;
THENCE North 07°32'46" East for a distance of 115.07 feet;
THENCE North 78°40'30" East for a distance of 115.95 feet;
THENCE North 69°24'39" East for a distance of 175.01 feet;
THENCE South 45°19'03" East for a distance of 276.28 feet;
THENCE South 10°05'47" West for a distance of 145.47 feet;

SCANNED
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THENCE South 20°23'22" East for a distance of 347.84 feet;
THENCE South 72°50'39" West for a distance of 98.12 feet;
THENCE South 65°55'13" West for a distance of 118.00 feet;
THENCE South 56°14'32" West for a distance of 1276.70 feet to a point on the Easterly right-of-way boundary of Highway U.S. 30;
THENCE North 24°39'00" West along the Easterly right-of-way boundary of Highway U.S. 30 for a distance of 552.95 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 9

PARCEL 9-A

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 10: E1/2SW1/4; SE1/4

EXCEPT

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 10: A parcel of land located in the S1/2 and more particularly described as follows:

COMMENCING at the South one-quarter corner of said Section 10 from which the Southeast corner of said Section 10 bears North 90°00'00" East 2628.64 feet;
THENCE North 00°51'00" West for a distance of 30.00 feet to a point on the Northerly right-of-way boundary of Highway U.S. 30 and being the TRUE POINT OF BEGINNING;
THENCE continuing North 00°51'00" West for a distance of 508.00 feet;
THENCE South 62°00'52" East for a distance of 244.26 feet;
THENCE South 24°56'26" East for a distance of 39.00 feet;
THENCE South 00°06'06" West for a distance of 147.88 feet;
THENCE South 03°21'42" East for a distance of 210.45 feet to a point on the Northerly right-of-way boundary of Highway U.S. No. 30;
THENCE South 90°00'00" West along the Northerly right-of-way boundary of Highway U.S. No. 30 for a distance of 236.68 feet to the TRUE POINT OF BEGINNING.

AND EXCEPT

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 10: A parcel of land located in the SE1/4SW1/4 and more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10, from which the S1/4 bears North 90°00'00" East 2628.44 feet;
THENCE South 90°00'00" East along the South boundary of the SW1/4 of Section 10 for a distance of 1966.04 feet;

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THENCE North 03°43'42" East for a distance of 30.06 feet to a point on the North right-of-way boundary of Highway U.S. 30 and being the TRUE POINT OF BEGINNING;
THENCE continuing North 03°43'42" East for a distance of 125.27 feet;
THENCE North 90°00'00" East for a distance of 600.00 feet;
THENCE South 00°51'00" East for a distance of 125.02 feet to a point on the North right-of-way boundary of Highway U.S. 30;
THENCE North 90°00'00" West along the North right-of-way boundary of Highway U.S. 30 for a distance of 610.00 feet to the TRUE POINT OF BEGINNING.

AND ALSO EXCEPT

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 10: A parcel of land located in the SE1/4SW1/4 and more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10, from which the South one-quarter bears North 90°00'00" East 2628.44 feet;
THENCE South 90°00'00" East along the South boundary of the SW1/4 of Section 10 for a distance of 1628.44 feet;
THENCE North 00°51'00" West for a distance 30.00 feet to a point on the North right-of-way boundary of Highway U.S. 30 and being the TRUE POINT OF BEGINNING;
THENCE continuing North 00°51'00" West for a distance of 125.01 feet;
THENCE North 90°00'00" East for a distance of 350.00 feet;
THENCE South 03°43'42" West for a distance of 125.27 feet to a point on the North right-of-way boundary of Highway U.S. 30;
THENCE North 90°00'00" West along the North right-of-way boundary of U.S. 30 for a distance of 340.00 feet to the TRUE POINT OF BEGINNING.

PARCEL 9-B

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 20: NE1/4NW1/4

PARCEL NO. 10

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 20: NW1/4NW1/4; E1/2NE1/4

Section 21: NW1/4NW1/4; S1/2NW1/4 AND that part of the SW1/4 lying North and West of the Twin Falls Canal Company Main Canal

EXCEPTING that part of the SW1/4SW1/4 of Section 21, Township 10 South, Range 19 E., B.M., lying below and North and West of the Main Canal of Twin Falls Canal Company running through said quarter section described as follows, to-wit:
BEGINNING at a point on the West line of said Section 21, 885.2 feet South of the Northwest corner of the SW1/4SW1/4 of said Section 21;
THENCE South 88° East 95 feet;

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THENCE South 80°37' East 118 feet;
THENCE Southwesterly along the lower bank of said Main Canal to its intersection with said West line of said Section 21;
THENCE North along said section line to the POINT OF BEGINNING.

PARCEL NO. 11

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 17: Lots 5 and 6; S1/2NE1/4; SE1/4

PARCEL NO. 12

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 30: That part of Lot 1 and the NE1/4NW1/4 lying North of Railroad right of way

PARCEL NO. 13

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 10: A parcel of land located in the SE1/4SW1/4 and more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10 from which the S1/4 bears North 90°00'00" East 2628.44 feet;
THENCE South 90°00'00" East along the South boundary of the SW1/4 of Section 10 for a distance of 1628.44 feet;
THENCE North 00°51'00" West for a distance of 30.00 feet to a point on the North right-of-way boundary of U.S. Highway 30 and being the TRUE POINT OF BEGINNING;
THENCE continuing North 00°51'00" West for a distance of 125.01 feet;
THENCE North 90°00'00" East for a distance of 350.00 feet;
THENCE South 03°43'42" West for a distance of 125.27 feet to a point on the North right-of-way boundary of U.S. Highway 30;
THENCE North 90°00'00" West along the North right-of-way boundary of U.S. Highway 30 for a distance of 340.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 14

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 30: A parcel of land in Lot 2 being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 30;
THENCE due South 1320.80 feet to the Northwest corner of said Lot 2, also being the REAL POINT OF BEGINNING;
THENCE along the Westerly boundary of said Lot 2 due South 163.86 feet;
THENCE due East 326.64 feet;
THENCE due North 164 feet, more or less, to the Northerly boundary of said Lot 2;

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THENCE Westerly 326 feet, more or less, along the Northerly boundary of said Lot 2 to the REAL POINT OF BEGINNING.

PARCEL NO. 15

PARCEL 15-A

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 9: SW1/4NE1/4

EXCEPT a parcel of land situated in said SW1/4NE1/4 of said Section 9, Township 11 South, Range 20 E., B.M., described as follows:

BEGINNING at a point situated 288 feet South of the Northeast corner of said SW1/4NE1/4;
THENCE West 165 feet to a point;
THENCE South 264 feet to a point;
THENCE East 165 feet to a point on the East quarter section line of said SW1/4NE1/4;
THENCE North 264 feet to the POINT OF BEGINNING.

ALSO EXCEPT the South 264 feet of the East 165 feet of the North 288 feet of said SW1/4NE1/4

PARCEL 15-B

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 16: SE1/4

EXCEPT the following:

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho:

Part of the SW1/4 of Section 15 and part of the SE1/4 of Section 16 more particularly described as follows:

BEGINNING at the South quarter section corner of Section 16 of Township 11 South, Range 20 E. B.M., said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING;
THENCE North 00°09'19" West along the West line of the SE1/4 of Section 16 for a distance of 1811.59 feet;
THENCE South 88°23'59" East for a distance of 22.67 feet to a ½" rebar;
THENCE South 88°23'59" East for a distance of 106.17 feet to a ½" rebar;
THENCE South 01°33'46" West for a distance of 22.00 feet to a ½" rebar;
THENCE South 88°24'01" East for a distance of 47.57 feet to a ½" rebar;
THENCE North 01°33'46" East for a distance of 22.00 feet to a ½" rebar;
THENCE North 59°59'12" East for a distance of 163.41 feet to a ½" rebar;
THENCE South 89°31'04" East for a distance of 81.14 feet to a ½" rebar;
THENCE South 01°20'22" West for a distance of 181.97 feet to a ½" rebar;
THENCE South 88°15'41" East for a distance of 63.68 feet to a ½" rebar;

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THENCE North 01°20'26" East for a distance of 183.41 feet to a ½" rebar;
THENCE South 89°32'00" East for a distance of 137.40 feet to a ½" rebar;
THENCE South 02°06'07" West for a distance of 238.71 feet to a ½" rebar;
THENCE South 86°02'16" East for a distance of 94.92 feet to a ½" rebar;
THENCE South 02°36'04" West for a distance of 302.49 feet to a ½" rebar;
THENCE South 87°30'54" East for a distance of 683.58 feet to a ½" rebar;
THENCE South 04°17'05" West for a distance of 372.31 feet to a ½" rebar;
THENCE South 89°56'12" East for a distance of 497.09 feet to a ½" rebar;
THENCE South 00°55'54" West for a distance of 681.32 feet to a ½" rebar;
THENCE North 89°47'32" East for a distance of 862.76 feet to a ½" rebar;
THENCE South 09°31'36" East for a distance of 9.21 feet to the centerline of the Milner Low Lift Main Canal;
THENCE along a non-tangent curve to the left along said centerline for a distance of 366.33 feet to the South line of the SE1/4, said curve having a radius of 271.23 feet and a central angle of 77°23'02" and a long chord bearing of South 41°46'53" West for a distance of 339.11 feet;
THENCE North 89°56'12" West along said line for a distance of 9.01 feet to a ½" rebar;
THENCE North 89°56'12" West continuing along said line for a distance of 2,437.80 feet to the POINT OF BEGINNING.

AND EXCEPT that portion of the NE1/4SE1/4 lying North and East of the Milner Low Lift Canal.

AND ALSO EXCEPT that portion of the SE1/4SE1/4 lying South and East of the Milner Low Lift Canal.

Parcel 15-B-i

Non-exclusive irrigation easement for the benefit of Parcel No. 15 as created by instrument recorded October 15, 2001-018641, described as follows:

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 16: Part of the SE1/4 more particularly described as follows:

BEGINNING at the South quarter section corner of said Section 16, said corner marked by a 5/8" rebar;
THENCE North 00°09'19" West along the West line of the SE1/4 of said Section 16 for a distance of 1,960.55 feet;
THENCE South 89°32'01" East for a distance of 603.03 feet to a ½" rebar;
THENCE South 02°06'07" West for a distance of 308.30 feet to a ½" rebar;
THENCE South 86°02'16" East for a distance of 80.11 feet to the POINT OF BEGINNING;
THENCE North 51°28'57" East for a distance of 441.89 feet;
THENCE South 87°31'35" East for a distance of 947.80 feet;
THENCE North 82°42'58" East for a distance of 164.07 feet;
THENCE North 28°02'26" West for a distance of 127.05 feet;
THENCE North 18°34'55" East for a distance of 56.58 feet;
THENCE South 68°48'02" East for a distance of 57.16 feet to the centerline of the Milner Low Lift Main Canal;

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THENCE South 21°11'58" West along said centerline for a distance of 20.00 feet;
THENCE North 68°48'02" West for a distance of 36.22 feet;
THENCE South 18°34'55" West for a distance of 27.02 feet;
THENCE South 28°02'26" East for a distance of 147.40 feet;
THENCE South 82°42'58" West for a distance of 194.75 feet;
THENCE North 87°31'35" West for a distance of 942.03 feet;
THENCE South 51°28'57" West for a distance of 432.22 feet;
THENCE North 02°36'04" East for a distance of 13.27 feet to a ½" rebar;
THENCE North 86°02'16" West for a distance of 14.81 feet to the POINT OF BEGINNING.

Parcel 15-B-ii

Non-exclusive access easement for the benefit of Parcel No. 15 as created by instrument recorded October 15, 2001-018641, described as follows:

Township 11 South, Range 20 East, Boise Meridian, Twin Falls Count, Idaho

Section 16: Part of the NW1/4SE1/4 more particularly described as follows:

BEGINNING at the South quarter section corner of said Section 16, said corner marked by a 5/8" rebar;
THENCE North 00°09'19" West along the West line of the SE1/4 of said Section 16 for a distance of 1,811.59 feet to the POINT OF BEGINNING;
THENCE North 00°09'19" West for a distance of 40.02 feet;
THENCE South 88°23'59" East for a distance of 204.46 feet;
THENCE North 59°59'12" East for a distance of 222.74 feet;
THENCE South 89°32'01" East for a distance of 205.47 feet to a ½" rebar;
THENCE South 02°06'07" West for a distance of 69.58 feet to a ½" rebar;
THENCE North 89°32'00" West for a distance of 137.40 feet to a rebar;
THENCE North 89°33'14" West for a distance of 63.69 feet to a ½" rebar;
THENCE North 89°31'04" West for a distance of 41.73 feet;
THENCE South 59°59'12" West for a distance of 164.88 feet;
THENCE North 88°23'59" West for a distance of 38.15 feet to a ½" rebar;
THENCE North 88°23'59" West for a distance of 153.73 feet to a ½" rebar;
THENCE North 88°23'59" West for a distance of 22.67 feet to the POINT OF BEGINNING.

Parcel 15-B-iii

Non-exclusive well easement for the benefit of Parcel No. 15 as created by instrument recorded October 15, 2001-018641, described as follows:

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 16: Part of the NW1/4SE1/4 more particularly described as follows:

BEGINNING at the South quarter section corner of said Section 16, said corner marked by a 5/8" rebar;
THENCE North 00°09'19" West along the West line of the SE1/4 of said Section 16 for a distance of 1,811.59 feet;

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THENCE South 88°23'59" East for a distance of 22.67 feet to a ½" rebar;
THENCE South 88°23'59" East for a distance of 106.17 feet to a ½" rebar which shall be the POINT OF BEGINNING;
THENCE South 88°23'59" East for a distance of 47.56 feet to a ½" rebar;
THENCE South 01°33'46" West for a distance of 22.00 feet to a ½" rebar;
THENCE North 88°24'01" West for a distance of 47.57 feet to a ½" rebar;
THENCE North 01°35'58" East for a distance of 22.00 feet, the POINT OF BEGINNING.

PARCEL 15-C

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 15: That part of the SW1/4 that lies South and West of the centerline of the Milner Low Lift Canal being the centerline of the Northerly and Easterly canal boundary and lying North and West of the Southerly centerline of the Milner Low Lift Canal.

PARCEL NO. 16

PARCEL 16-A

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 4: All that portion of the SW1/4SW1/4 which lies South and East of and above the main canal of the Twin Falls Canal Company system.

PARCEL 16-B

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 8: N1/2SE1/4NE1/4 lying South and East of the Twin Falls Mainline Canal

Section 8: That parcel of land lying East of the Twin Falls Canal Mainline situated in the NE1/4NE1/4

PARCEL 16-C

Township 11 South, Range 20 East, Boise Meridian, Twin Falls County, Idaho

Section 9: N1/2SW1/4NW1/4

Section 9: SE1/4NW1/4 and NW1/4NW1/4

PARCEL 16-D

Non-exclusive easement for the benefit of Parcels 16-A, 16-B, 16-C, and 15-A as created by instrument recorded October 15, 2001 as Instrument No. 2001-018638, for ingress and egress, over and across the North 40 feet of the South 264 feet of the East 165 feet of the North 288 feet in the SW1/4NE1/4 of Section 9, Township 11 South, Range 20 E., B.M., Twin Falls County, Idaho.

SCANNED
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Customer Reference No.
File No. 313187

PARCEL NO. 17

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 30: Lot 2 and the SE1/4NW1/4

EXCEPT A parcel of land located in said Lot 2 more particularly described as follows:

COMMENCING at the Northwest corner of said Section 30;
THENCE due South 1320.80 feet to the Northwest corner of said Lot 2, also being the REAL POINT OF BEGINNING;
THENCE along the Westerly boundary of said Lot 2 due South 163.86 feet;
THENCE due East 326.64 feet;
THENCE due North 164 feet, more or less, to the Northerly boundary of said Lot 2;
THENCE Westerly 326 feet, more or less, along the Northerly boundary of said Lot 2 to the REAL POINT OF BEGINNING.

PARCEL NO. 18

PARCEL 18-A

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 26: NE1/4SW1/4 and NW1/4SE1/4

EXCEPT a strip of land along the East side thereof described as follows:

COMMENCING at a point 25 feet South from the Northeast corner of said NW1/4SE1/4 and running
THENCE South along the East boundary to the Southeast corner thereof;
THENCE West 25 feet;
THENCE North to a point 25 feet South from the North boundary of said Subdivision;
THENCE East 25 feet to the POINT OF BEGINNING.

PARCEL 18-B

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 26: That part of the SW1/4NE1/4 described as follows:

COMMENCING at a point in the South boundary line of the SW1/4NE1/4 which point is 369.5 feet East from the center of said section and is on the toe of the East bank of the Twin Falls Canal Company's Lateral No. 14, Division 1, Main Line;
THENCE in a Northerly direction down and along the toe of said East bank of said Lateral by a series of courses and distances as follows:
North 33°20' East 448.50 feet to a stone;
North 45°53' East 243.05 feet to a stone;
North 13°54' West 117.70 feet to a stone;
North 40°37' West 434.25 feet to a stone;
North 5°05' West 107.85 feet to a stone;

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North 59°54' East 347.60 feet to a point in the North line of said SW1/4NE1/4 of said section, which is marked with a stone and is 756.1 feet East from the Northwest corner of said SW1/4NE1/4 of said Section, conveying the land West of this line.

PARCEL 18-C

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 26: A strip of land 25 feet wide along the North side of the NE1/4SE1/4 of said Section 26.

PARCEL NO. 19

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 23: E1/2NW1/4; SW1/4NE1/4

PARCEL NO. 20

PARCEL 20-A

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 30: A part of the SE1/4SW1/4 more particularly described as follows:

COMMENCING at the Southwest corner of Section 30; said point lies North 89°35'09" West 1927.73 feet from the South quarter corner of Section 30;
THENCE South 89°35'09" East 607.37 feet to the Southeast corner of Lot 4 of said Section30, which is the REAL POINT OF BEGINNING;
THENCE North 00°03'27" West 368.61 feet along the East boundary of said Lot 4 to the center of a lateral;
THENCE South 88°53'45" East 567.94 feet along the center of said lateral;
THENCE South 00°12'33" West 192.86 feet along the center of said lateral;
THENCE North 89°36'12" West 399.80 feet;
THENCE South 00°37'24" West 168.71 feet to the South boundary of said Section 30;
THENCE North 89°35'09" West 165.14 feet to the REAL POINT OF BEGINNING.

PARCEL 20-B

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 30: A part of the SE1/4SW1/4 more particularly described as follows:

COMMENCING at the Southwest corner of Section 30; said point lies North 89°35'09" West 1927.73 feet from the South quarter corner of Section 30;
THENCE South 89°35'09" East 607.37 feet to the Southeast corner of Lot 4, Section 30;
THENCE North 00°03'27" West 1322.22 feet to the Northeast corner of said Lot 4 which is the REAL POINT OF BEGINNING;
THENCE South 89°42'04" East 356.87 feet along the North boundary of the SE1/4SW1/4, Section 30, to the center of a drain ditch;

SCANNED
FEB 17 2023

THENCE South 43°07'30" East 421.40 feet along the center of said drain ditch;
THENCE South 69°16'35" East 267.67 feet along the center of said drain ditch;
THENCE South 78°05'20" East 344.29 feet along the center of said drain ditch;
THENCE South 74°52'57" East 91.62 feet along the center of said drain ditch to the East boundary of the SE1/4SW1/4, Section 30;
THENCE South 00°04'22" East 832.67 feet to the South quarter corner of said Section 30;
THENCE North 89°35'09" West 759.22 feet along the South boundary of Section 30;
THENCE North 01°54'43" East 168.96 feet along the center of a lateral;
THENCE North 00°12'33" East 192.86 feet along the center of a lateral;
THENCE North 88°53'45" West 567.94 feet along the center of a lateral to a point on the West boundary of the SE1/4SW1/4, Section 30;
THENCE North 00°03'27" West 953.61 feet to the REAL POINT OF BEGINNING.

PARCEL 20-C

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 30: A part of Government Lot 3 more particularly described as follows:

COMMENCING at the Southwest corner of Section 30; said point lies North 89°35'09" West 1927.73 feet from the South quarter corner of Section 30;
THENCE South 89°35'09" East 607.37 feet to the Southeast corner of Lot 4, Section 30;
THENCE North 00°03'27" West 1322.22 feet to the Northeast corner of said Lot 4 which is the REAL POINT OF BEGINNING;
THENCE North 89°42'04" West 609.67 feet to the Northwest corner of said Lot 4;
THENCE North 00°09'28" West 797.84 feet along the West boundary of Section 30;
THENCE North 89°50'32" East 25.00 feet to the center of a drain ditch;
THENCE South 54°17'39" East 722.25 feet along the center of said drain ditch to a point on the East boundary of Lot 3, Section 30;
THENCE South 00°03'27" East 379.56 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 21

PARCEL 21-A

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 20: NW1/4NE1/4

EXCEPTION NO. 1: COMMENCING at the Northeast corner of the W1/2NE1/4 of said Section 20;
THENCE South 89°54' West along the North boundary of Section 20 for a distance of 205.00 feet to the TRUE POINT OF BEGINNING;
THENCE South 0°06' East for a distance of 300.00 feet;
THENCE South 89°54' West parallel to the North boundary of said Section 20 for a distance of 150.00 feet;
THENCE North 0°06' West for a distance of 300.00 feet to the North boundary of said Section 20;

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FEB 17 2023

THENCE North 89°54' East along the North boundary of said Section 20 for a distance of 150.0 feet to the TRUE POINT OF BEGINNING.

EXCEPTION NO. 2: BEGINNING at the Northeast corner of said Section 20;
THENCE South 89°54'00" West a distance of 1323.26 feet along the Northerly boundary of said Section 20 to the Northeast corner of said W1/2NE1/4 and the TRUE POINT OF BEGINNING;
THENCE South 89°54'00" West a distance of 201.17 feet;
THENCE South 0°06'00" East a distance of 300.00 feet;
THENCE South 89°54'00" West a distance of 29.40 feet;
THENCE South 2°07'56" East a distance of 53.81 feet;
THENCE North 89°54'00" East a distance of 229.01 feet to a point in the Easterly boundary of said W1/4NE1/4;
THENCE North 0°09'21" West a distance of 353.78 feet along the Easterly boundary of said W1/2NE1/4 to the TRUE POINT OF BEGINNING.

PARCEL 21-A-1

A perpetual easement for the benefit of Parcel 21-A as created by instrument recorded August 10, 1990, as Instrument No. 974405, 24 feet in width and 353.78 feet in length for ingress and egress along the Easterly boundary of the following described parcel of real property in Twin Falls County, Idaho:

Township 10 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho, Section 20

Beginning at the Northeast corner of said Section 20;
THENCE South 89°54'00" West a distance of 1323.26 feet along the Northerly boundary of said Section 20 to the Northeast corner of said W1/2NE1/4 and the TRUE POINT OF BEGINNING;
THENCE South 89°54'00" West a distance of 201.17 feet;
THENCE South 0°06'00" East a distance of 300 feet;
THENCE South 89°54'00" West a distance of 29.40 feet;
THENCE South 2°07'56" East a distance of 53.81 feet;
THENCE North 89°54'00" East a distance of 229.01 feet to a point in the Easterly boundary of said W1/2NE1/4;
THENCE North 0°09'21" West a distance of 353.78 feet along the Easterly boundary of said W1/2NE1/4 to the TRUE POINT OF BEGINNING.

PARCEL 21-B

Township 10 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 20: SW1/4NE1/4

SCANNED
FEB 17 2023

Simplot
GROWER SOLUTIONS

Simplot Grower Solutions
P.O. Box 27, Boise, Idaho
83707 0027

July 31, 2023

RECEIVED
AUG 07 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

VIA U.S. MAIL

Idaho Department of Water Resources
IDWR Southern Region
650 Addison Ave. W, Suite 500
Twin Falls, ID 83301-5858

RE: Simplot AB Retail, Inc. dba Simplot Grower Solutions, Assignee of J.R. Simplot Company
Release of Security Interest in a Water Right
Water Rights 47-8236, 47-2666, and 47-2667; 47-10664 and 47-11784; 45-10078; 45-14011, 45-14013 and 47-11062

Dear Sir or Madam:

Please release Simplot AB Retail, Inc. dba Simplot Grower Solutions, Assignee of J.R. Simplot Company interest in the following Water Rights:

1. Water Rights 47-8236, 47-2666, and 47-2667, Water Right Owner/Claimant: Taylor & Dad Investments, LLC / Idaho Agri Investments LLC;

2. Water Rights 47-10664 and 47-11784, Water Right Owner/Claimant: Terry G. Hollifield;

3. Water Right 45-10078, Water Right Owner/Claimant: Hollifield Ranches, Inc.; and

4. Water Rights 45-14011, 45-14013 and 47-11062, Water Right Owner/Claimant: Terry G. and Carol J. Hollifield.

If you have any questions, please do not hesitate to contact Beth Coonts at 208-780-8264. Thank you.

Sincerely,

James B. Alderman, Secretary
Simplot AB Retail, Inc.

Database updated by DM
9-8-2023
DM

SUPPORT DATA
IN FILE # 45-10078

SCANNED
SEP 18 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

February 17, 2023

SIMPLOT AB RETAIL INC
DBA SIMPLOT GROWER SOLUTIONS
1099 W FRONT ST
PO BOX 27
BOISE ID 83702

Re: Notice of Security Interest for Water Right No(s): 45-10078 (Hollifield Ranches Inc.)
Re: Notice of Security Interest for Water Right No(s): 45-14011, 45-14013, 47-11062
(Terry G & Carol J Hollifield)
Re: Notice of Security Interest for Water Right No(s): 47-10664, 47-11784 (Terry G Hollifield)
Re: Notice of Security Interest for Water Right No(s): 47-2666, 47-2667, 47-8236
(Idaho Agri-Investments LLC, *formerly Taylor & Dad Investments LLC*)

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence updating the security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Kathy N Royster @ Hawley Troxell Ennis & Hawley LLP
Idaho Agri-Investments LLC (formerly Taylor & Dad Investments LLC)
Taylor & Dad Investments LLC
Terry G & Carol J Hollifield
Hollifield Ranches Inc.

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FEB 17 2023

HAWLEY TROXELL

ATTORNEYS AND COUNSELORS
Hawley Troxell Ennis & Hawley LLP
877 W. Main Street, Suite 200
P.O. Box 1617
Boise, Idaho 83701-1617
208.344.6000
www.hawleytroxell.com

RECEIVED
JAN 19 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

KATHY N. ROYSTER
PARALEGAL
EMAIL: KROYSTER@HAWLEYTROXELL.COM
DIRECT DIAL: 208.388.4853
DIRECT FAX: 208.954.5258

January 18, 2023

VIA FEDERAL EXPRESS

Idaho Department of Water Resources
IDWR Southern Region
650 Addison Ave. W, Suite 500
Twin Falls, ID 83301-5858

Re: *Simplot AB Retail, Inc. dba Simplot Grower Solutions, Assignee of J.R. Simplot Company dba Simplot Grower Solutions*
Notice of Security Interest in a Water Right
Water Rights 47-8236, 47-2666, and 47-2667; 47-10664 and 47-11784; 45-10078; 45-14011, 45-14013 and 47-11062

Dear Sir or Madam:

Enclosed for filing please find:

1. Original and one copy of Notice of Security Interest in a Water Right (Water Rights 47-8236, 47-2666, and 47-2667, Water Right Owner/Claimant: Taylor & Dad Investments, LLC / Idaho Agri Investments LLC);

2. Original and one copy of Notice of Security Interest in a Water Right (Water Rights 47-10664 and 47-11784, Water Right Owner/Claimant: Terry G. Hollifield);

3. Original and one copy of Notice of Security Interest in a Water Right (Water Right 45-10078, Water Right Owner/Claimant: Hollifield Ranches, Inc.);

4. Original and one copy of Notice of Security Interest in a Water Right (Water Rights 45-14011, 45-14013 and 47-11062, Water Right Owner/Claimant: Terry G. and Carol J. Hollifield);

5. Copy of Mortgage recorded June 16, 2016 as Instrument No. 2016009999, records of Twin Falls County, Idaho;

6. Copy of Assignment of Mortgage recorded February 28, 2020 as Instrument No. 2020003748, records of Twin Falls County, Idaho; and

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FEB 17 2023

7. Check in the amount of $225.00 for your filing fee.

After filing, please conform the copies of the Notices of Security Interest in a Water Right and return the conformed copies to me in the enclosed self-addressed and stamped envelope.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP

Kathy N. Royster
Paralegal

Enclosures

SCANNED
FEB 17 2023