Form 42-248(6) 2/14

RECEIVED
APR 05 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.
41-8B	41-13A	41-7032	
41-8D	41-10251	41-10084	
41-13B	41-6	41-10085	
41-10258	41-7053	41-10086	
41-10259	41-7018		

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

   Pacific Life Insurance Company
   c/o Equitable AgriFinance, LLC
   6300 C Sreet SW, MS 3B-CR
   Cedar Rapids, Iowa 52499
   Phone 319-355-8063
   Email awmartin@aegonam.com

4. Name of Water Right Owner/Claimant(s) Koompin Ag, LLC

5. Expiration Date of Notification Period 07/01/2042

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

7. Signature(s) of Security Interest Holder(s) Stephen Noonan
   Title, if applicable Stephen Noonan, Chief Executive Officer

For Office Use Only

Receipted by SG Date 4/5/22 Receipt No. 5039161 Fee $700.00

Processed by AJ Date WR DM Date 6-13-2022

SUPPORT DATA
IN FILE # 41-6

Instrument # 220017
POWER COUNTY, IDAHO
04-01-2022 11:23:45 AM No. of Pages: 19
Recorded for: ALLIANCE TITLE - POCATELLO OFF
SHAREE SPRAGUE Fee: $45.00
Ex-Officio Recorder Deputy: Chelsy Fehringer
Electronically Recorded by Simplifile

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./cj
Equitable AgriFinance, LLC
6300 C Street SW, MS 3B-CR
Cedar Rapids, Iowa 52499

ALLIANCE TITLE & ESCROW, LLC
599867

Loan No. 65722156

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("**Mortgage**") is made the 1st day of April, 2022 between Koompin Ag, LLC, an Idaho limited liability company, whose chief executive office is 3010 McKinley Street, American Falls, Idaho 83211, hereinafter called "**Mortgagor**," and Pacific Life Insurance Company, a Nebraska corporation, whose address is Attn: Law Department, 700 Newport Center Drive, Newport Beach, CA 92660, hereinafter called "**Lender**."

WHEREAS, Koompin Ag, LLC, an Idaho limited liability company, ("**Borrower**") is justly indebted to the Lender in the sum of $

("**Loan**") with interest, all as set forth in that certain promissory note (as may be amended, modified, restated or replaced from time to time, the "**Note**") of even date herewith maturing July 1, 2042.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the

covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents delivered by Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the "**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate ("**Real Estate**") situate in Power County, State of Idaho, to wit:

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

TOGETHER WITH (1) all easements, rights-of-way, hereditaments, and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all water, water rights, water permits, water stock or licenses, culverts, ditches, ponds, waterways and drainage rights appertaining to said Real Estate, whether riparian or appropriative; (3) all leases (including, but not limited to, oil, gas and mineral leases), subleases or occupancy agreements now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, wells, windmills, fences, attachments, and other articles now or hereafter erected on, affixed or attached to, or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all timber standing or to be cut, minerals or the like (including oil and gas), any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate; and (8) all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to any and all of the foregoing, which Mortgagor now has or may hereafter acquire, Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including: all (a) crops growing or to be grown; (b) permits and licenses used in the operation of the Real Estate; (c) all personal property listed on **Exhibit "B"** attached hereto and made a part hereof; and (d) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments or unearned premiums on or under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the

foregoing property shall be hereinafter collectively referred to as the "**Collateral**"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "**Property**"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

1. Covenants of Mortgagor. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) Principal and Interest: To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage;

(b) Taxes and Assessments: To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without

the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Mortgage;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("**UCC**") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. If Mortgagor is a limited liability company, it shall not have the power to divide, enter into a plan of division or obtain a certificate of division and any division shall be null and void and of no effect upon the Real Estate, Property or Loan. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid

to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Lender, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an "**Event of Default**" under this Mortgage if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Mortgage, the Note or any other Loan Documents;

(b) Performance: Mortgagor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor and/or Borrower and/or other obligor under the Note, this Mortgage or any of the other Loan Documents;

(c) Bankruptcy: Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or is adjudicated, bankrupt or insolvent or an involuntary bankruptcy petition is filed against Mortgagor, Borrower, or other obligor that is not dismissed within 60 days of filing;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) Dissolution: the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) Foreclosure: Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof; the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above.

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise

requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "**Mortgagor**" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "**Rents and Profits**"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's right, power and authority to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

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

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that; (a) the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law; and (b) the Property is not and will not be used for or involved with unlawful drug or controlled substance production, distribution or ancillary operations and no unlawful activity under any state, federal or foreign law is or will be conducted on the Property.

11. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's

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

12. Governing Law. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise. The parties agree that the state in which the Real Estate is located has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents. Mortgagor hereby consents and submits to the nonexclusive personal jurisdiction and venue of any state or Federal court located within the state in which the Real Estate is located.

13. Notice. Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "**Notice**") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o **Equitable AgriFinance, LLC, 6300 C Street SW, MS 3B-CR, Cedar Rapids, Iowa 52499, Attn: Investment Officer, Loan 65722156**, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

14. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a non-judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage or any duplicate of this Mortgage or applicable law. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all

right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Mortgage, or any of the duplicates of this Mortgage is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Mortgage, or any duplicate of this Mortgage shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

15. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

16. Electronic Copies. An electronic, facsimile or optically imaged copy of the executed version of this instrument and any Loan Document in connection herewith shall have, and the parties intend them to have, the same force and effect as an original for all purposes, including to prove the content of this instrument and any Loan Document at trial, mediation, arbitration or administrative hearing.

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

Koompin Ag, LLC,
an Idaho limited liability company

By: _____
Name: Kenneth K. Koompin
Title: Manager

By: _____
Name: Klaren P. Koompin
Title: Manager

STATE OF IDAHO)
) SS.
COUNTY OF Bannock)

On this 31 day of March, 2022, before me, the undersigned notary public in and for said county and state, personally appeared KENNETH K. KOOMPIN, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

Notary Public

My Commission Expires:
Residing in Pocatello
Expires 02/24/2028

STATE OF IDAHO)
) SS.
COUNTY OF Bannock)

On this 31 day of March, 2022, before me, the undersigned notary public in and for said county and state, personally appeared KLAREN P. KOOMPIN, to me personally known, who, being by me duly sworn, did say that he is the Manager of the limited liability company that executed the within instrument; that he signed said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)

Notary Public

My Commission Expires:
Residing in Pocatello
Expires 02/24/2028

Tax statements for the real property described in this instrument should be sent to:

Koompin Ag, LLC
3010 McKinley Street
American Falls, Idaho 83211

This document drafted by:

Andrew W. Martin, Esq./cj
Equitable AgriFinance, LLC
6300 C Street SW, MS 3B-CR
Cedar Rapids, Iowa 52499

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

TOWNSHIP 10 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 13:

E½NW¼; W½NE¼; SE¼NE¼; E½SW¼; SE¼; W½SW¼

SECTION 14:

SE¼

EXCEPTING THEREFROM: PART OF THE SW1/4 SE1/4 OF SECTION 14, TOWNSHIP 10 SOUTH, RANGE 30 EAST B.M., POWER COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°55'14" WEST 1311.19 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SAID SW1/4 SE1/4 AND THE POINT OF BEGINNING; THENCE SOUTH 89°55'14" WEST 1311.19 FEET ALONG THE SECTION LINE TO THE SOUTH 1/4 CORNER OF SAID SECTION 14; THENCE NORTH 00°23'07" EAST 664.43 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE; THENCE NORTH 89°55'14" EAST 1311.86 FEET TO THE EAST LINE OF SAID SW1/4 SE1/4; THENCE SOUTH 00°26'36" WEST 664.43 FEET TO THE POINT OF BEGINNING.

SECTION 24:

SW¼; NE¼; NW¼; SE¼

EXCEPT: A PARCEL OF LAND LOCATED IN THE N1/2 N1/2 OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, WHICH IS MARKED WITH A 5/8" REBAR; THENCE NORTH 89°55'30" EAST ALONG THE NORTH LINE OF SAID SECTION. 292.90 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 89°55'30" EAST CONTINUING ALONG SAID NORTH LINE 1352.78 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 64°51'09" WEST LEAVING SAID NORTH LINE 105.42 FEET; THENCE SOUTH 14°03'09" WEST 330.27 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 23°59'32" WEST 395.89 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 77°28'39" WEST 601.64 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 68°41'42" WEST 130.28 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°02'57" EAST 311.24 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 76°40'09" WEST 316.86 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°02'57" EAST

664.70 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A TRACT OF LAND IN THE NW1/4 NW1/4 OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24, WHICH IS MARKED WITH A 5/8" REBAR; THENCE NORTH 89°55'30" EAST, ALONG THE NORTH LINE OF SAID SECTION, 292.90 FEET; THENCE SOUTH 00°02'57" WEST, LEAVING THE NORTH LINE 664.70 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 76°40'09" EAST, 316.86 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°02'57" WEST, 311.24 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 68°41'42" WEST, 645.47 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, SAID POINT BEING MARKED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°02'57" EAST ALONG THE WEST LINE, 1137.02 FEET TO THE POINT OF BEGINNING.

SECTION 25:

NE¼; NW¼; SE¼

SECTION 36:

NE¼; E½SE¼

TOWNSHIP 10 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 18:

LOTS 2, 3, 4; SE¼NW¼; NE¼SW¼; SE¼SW¼; S½NE¼; N½SE¼; SW¼SE¼; SE¼SE¼.

ALSO TO BE INCLUDED: A PART OF THE NW1/4 OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN AND PART OF THE NE1/4 OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 7 AND 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST AND SECTIONS 12 AND 13, TOWNSHIP 10 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, SAID POINT BEING MONUMENTED WITH A 5/8" X 30" REBAR AND ALUMINUM CAP STAMPED PLS 843;

THENCE SOUTH 00°24'12" WEST, ALONG THE SECTION LINE COMMON TO SECTIONS 13 AND 18 A DISTANCE OF 1317.72 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 IN SAID SECTION 18, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°17'50" WEST, 1366.80 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING IN AN EXISTING NORTH-SOUTH FENCE LINE; THENCE NORTH 00°43'56" EAST, ALONG SAID FENCE LINE, 470.39 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE SOUTH 89°17'50" EAST, LEAVING SAID FENCE LINE, 3380.42 FEET TO A 1/2"

REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18;

THENCE SOUTH 00°23'36" WEST, ALONG SAID NORTH-SOUTH CENTERLINE, 470.40 FEET TO THE SOUTHEAST CORNER OF THE NE1/4 NW1/4 OF SAID SECTION 18, SAID POINT BEING MONUMENTED WITH A 5/8" X 30" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 89°17'50" WEST, ALONG THE N1/16 LINE OF SAID SECTION, 2016.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE EAST HALF OF SECTION 18 AND THE SW1/4 NW1/4; NW1/4 SW1/4 AND THE SW1/4 SW1/4 OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18, MONUMENTED WITH A 5/8" REBAR WITH ALUMINUM CAP STAMPED PLS 843; THENCE NORTH 89°44'40" WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 139.52 FEET; THENCE NORTH 00°15'20" EAST, LEAVING SAID SOUTH LINE, 39.01 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF KING LANE, SAID POINT BEING MONUMENTED WITH A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 24°20'27" WEST, 417.52 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 49°09'11" WEST, 632.13 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 11°23'24" EAST, 450.01 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 19°38'32" WEST, 245.22 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 19°38'32" WEST, 245.22 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 15°36'16" WEST 351.47 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 02°29'37" WEST, 457.17 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 26°04'42" WEST, 122.85 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 03°32'03" WEST, 98.43 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 20°15'49" WEST, 922.95 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE NORTH 35°57'28" WEST, 694.88 FEET, TO A POINT ON THE SOUTH LINE OF THE NW1/4 NE1/4, SAID POINT MONUMENTED WITH A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE SOUTH 89°17'49" EAST, ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF THE NE1/4 NE1/4, A DISTANCE OF 1640.45 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY 37, SAID POINT MONUMENTED WITH A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 02°17'03" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, 1051.32 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1472.50 FEET, THROUGH A CENTRAL ANGLE OF 29°42'00", FOR AN ARC LENGTH OF 763.29 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 17°08'03" EAST, 754.77 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 31°59'03" EAST, 696.40

FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2575.63 FEET, THROUGH A CENTRAL ANGLE OF 19°52'36", FOR AN ARC LENGTH OF 893.51 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23°23'17" EAST, 889.04 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 13°54'03" EAST, 766.61 FEET, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17; THENCE NORTH 89°44'40" WEST, ALONG SAID SOUTH LINE, 1125.21 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: PART OF THE SE1/4 SE1/4 OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST, B.M., POWER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST, B.M.; THENCE NORTH 89°44'40" WEST 139.52 FEET ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING;

THENCE NORTH 89°44'40" WEST 755.52 FEET ALONG SAID SOUTH SECTION LINE; THENCE NORTH 00°01'24" EAST 725.48 FEET ALONG A FENCE LINE TO A POINT THAT IS 30 FEET FROM THE END OF AN EXISTING PIVOT; THENCE NORTH 20°44'31" EAST 108.77 FEET; THENCE NORTH 88°02'11" EAST 66.64 FEET TO AN EXISTING DEED LINE; THENCE ALONG SAID DEED LINE THE FOLLOWING THREE (3) COURSES, 1) SOUTH 49°09'11" EAST 632.13 FEET; 2) SOUTH 24°20'27" EAST 417.52 FEET; 3) THENCE SOUTH 00°15'33" WEST 39.01 FEET TO THE SECTION LINE AND THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: ANY PORTION LYING WITHIN THE BOUNDS AND RIGHT OF WAYS OF ROCKLAND HIGHWAY 37.

SECTION 19:

ALL (E½; E½W½; LOTS 1, 2, 3 & 4)

EXCEPTING THEREFROM: A PARCEL OF PROPERTY LOCATED IN THE NW1/4 SW1/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 19 AND RUNNING THENCE SOUTH ALONG THE WEST SECTION LINE 660.00 FEET; THENCE EAST 660.00 FEET; THENCE NORTH 660.00 FEET; THENCE WEST 660.00 FEET TO THE POINT OF BEGINNING.

SECTION 20:

S½SW¼; S½N½SW¼ AND ALL THAT PORTION OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, LYING WEST OF STATE HIGHWAY NO. 37.

EXCEPT:

A STRIP OF LAND 80 FEET WIDE, BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE OFFICIAL PLAT OF THE ONEIDA SAP 50 (2) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING OVER AND

FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2575.63 FEET, THROUGH A CENTRAL ANGLE OF 19°52'36", FOR AN ARC LENGTH OF 893.51 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23°23'17" EAST, 889.04 FEET, TO A 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 843; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 13°54'03" EAST, 766.61 FEET, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17; THENCE NORTH 89°44'40" WEST, ALONG SAID SOUTH LINE, 1125.21 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: PART OF THE SE1/4 SE1/4 OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST, B.M., POWER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST, B.M.; THENCE NORTH 89°44'40" WEST 139.52 FEET ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING;

THENCE NORTH 89°44'40" WEST 755.52 FEET ALONG SAID SOUTH SECTION LINE; THENCE NORTH 00°01'24" EAST 725.48 FEET ALONG A FENCE LINE TO A POINT THAT IS 30 FEET FROM THE END OF AN EXISTING PIVOT; THENCE NORTH 20°44'31" EAST 108.77 FEET; THENCE NORTH 88°02'11" EAST 66.64 FEET TO AN EXISTING DEED LINE; THENCE ALONG SAID DEED LINE THE FOLLOWING THREE (3) COURSES, 1) SOUTH 49°09'11" EAST 632.13 FEET; 2) SOUTH 24°20'27" EAST 417.52 FEET; 3) THENCE SOUTH 00°15'33" WEST 39.01 FEET TO THE SECTION LINE AND THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: ANY PORTION LYING WITHIN THE BOUNDS AND RIGHT OF WAYS OF ROCKLAND HIGHWAY 37.

SECTION 19:

ALL (E½; E½W½; LOTS 1, 2, 3 & 4)

EXCEPTING THEREFROM: A PARCEL OF PROPERTY LOCATED IN THE NW1/4 SW1/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 19 AND RUNNING THENCE SOUTH ALONG THE WEST SECTION LINE 660.00 FEET; THENCE EAST 660.00 FEET; THENCE NORTH 660.00 FEET; THENCE WEST 660.00 FEET TO THE POINT OF BEGINNING.

SECTION 20:

S½SW¼; S½N½SW¼ AND ALL THAT PORTION OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, LYING WEST OF STATE HIGHWAY NO. 37.

EXCEPT:

A STRIP OF LAND 80 FEET WIDE, BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE OFFICIAL PLAT OF THE ONEIDA SAP 50 (2) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING OVER AND

560.42 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 60°02'36" WEST 314.87 FEET; THENCE NORTH 30°27'29" WEST 346.39 FEET; THENCE NORTH 09°37'50" WEST 210.36 FEET; THENCE NORTH 04°03'43" EAST 173.87 FEET; THENCE SOUTH 77°42'27" WEST 220.69 FEET TO THE CENTERLINE OF SOUTH FORK OF ROCK CREEK;

THENCE ALONG THE CENTERLINE OF SAID SOUTH FORK OF ROCK CREEK THE FOLLOWING 3 COURSES; 1) NORTH 32°54'29" EAST 20.07 FEET; 2) THENCE NORTH 25°01'22" WEST 35.55 FEET; 3) THENCE NORTH 23°42'22" EAST 51.18 FEET; 4) THENCE NORTH 68°17'44" EAST 311.88 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BOISE MERIDIAN; THENCE SOUTH 89°43'40" EAST 1490.41 FEET ALONG THE NORTH LINE OF SAID SECTION 20; THENCE SOUTH 08°02'12" EAST 2656.85 FEET TO A POINT ON STATE HIGHWAY 37 WESTERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE SOUTH 29°57'24" EAST 200.18 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVE ON SAID HIGHWAY TO STATION P.T. 705+80.4; THENCE SOUTHEASTERLY 547.45 FEET ALONG A CURVE TO THE RIGHT, CURVE DATA = 1°49'44", RADIUS 17150.20 FEET, CHORD BEARING SOUTH 29°02'32" EAST 547.43 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 81°46'21" WEST 211.72 FEET; THENCE NORTH 50°18'53" WEST 304.98 FEET; THENCE NORTH 30°27'29" WEST 383.24 FEET; THENCE NORTH 60°02'36" EAST 314.87 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: ANY PORTION LYING WITHIN THE BOUNDS AND RIGHT OF WAYS OF ROCKLAND HIGHWAY 37.

SECTION 29:

NW¼SW¼; THE SOUTH 142 RODS OF THE W½NW¼; THE WEST 78 RODS OF THE NORTH 18 RODS OF THE W½NW¼

SECTION 30:

ALL (E½; E½W½; LOTS 1, 2, 3 & 4)

SECTION 31:

LOTS 1 & 2; SE¼NW¼

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE NW1/4 SW1/4 OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 19 AND RUNNING THENCE SOUTH ALONG THE WEST SECTION LINE 660.00 FEET; THENCE EAST 660.00 FEET; THENCE NORTH 660.00 FEET; THENCE WEST 660.00 FEET TO THE POINT OF

BEGINNING.

PARCEL 3:

A PART OF THE NW1/4 OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, AND PART OF THE NE1/4 OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 7 AND 18 IN TOWNSHIP 10 SOUTH, RANGE 31 EAST AND SECTIONS 12 AND 13 IN TOWNSHIP 10 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, SAID POINT BEING MONUMENTED WITH A 5/8" X 30" REBAR AND ALUMINUM CAP STAMPED PLS 843;

THENCE SOUTH 00°24'12" WEST, ALONG THE SECTION LINE COMMON TO SECTIONS 13 AND 18 A DISTANCE OF 1317.72 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 IN SAID SECTION 18, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°17'50" WEST 1366.80 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING IN AN EXISTING NORTH-SOUTH FENCE LINE;

THENCE NORTH 00°43'56" EAST, ALONG SAID FENCE LINE, 470.39 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE SOUTH 89°17'50" EAST, LEAVING SAID FENCE LINE, 3380.42 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18;

THENCE SOUTH 00°23'36" WEST, ALONG SAID NORTH-SOUTH CENTERLINE, 470.40 FEET TO THE SOUTHEAST CORNER OF THE NE1/4NW1/4 OF SAID SECTION 18, SAID POINT BEING MONUMENTED WITH A 5/8" X 30" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 89°17'50" WEST, ALONG THE N1/16 LINE OF SAID SECTION, 2016.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: ANY PORTION OF THE ABOVE DESCRIBED PROPERTY FALLING WITHIN THE BOUNDS OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXHIBIT B

PERSONAL PROPERTY

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "**Real Estate**"), and the products and proceeds thereof:

Cellar equipment, irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights, including, but not limited to the following:

Irrigation Water Rights

Decree 41-8B for 0.533 CFS, priority of 10/01/1879 for 50 acres from South Fork Rock Creek.
Decree 41-8D for 0.533 CFS, priority of 10/01/1897 for 50 acres from South Fork Rock Creek.
Decree 41-13B for 0.2 CFS, priority of 05/01/1881 for 50 acres from South Fork Rock Creek.
Decree 41-10258 for 0.2 CFS, priority of 04/01/1909 for 50 acres from South Fork Rock Creek.
Decree 41-10259 for 0.8 CFS, priority of 04/01/1909 for 50 acres from South Fork Rock Creek.
Decree 41-13A for 0.2 CFS, priority of 05/01/1881 for 36 acres from South Fork Rock Creek.
Decree 41-10251 for 0.533 CFS, priority of 04/01/1909 for 26 from South Fork Rock Creek.
Decree 41-6 for .0.62 CFS, priority of 05/17/1880 for 31 acres from Warm Springs Creek.
Decree 41-7053 for .39 CFS, priority of 06/09/1981 for 46.1 acres from a well.
Decree 41-7018 for 18.26 CFS, priority of 07/30/1975 for 1858 acres from wells.
License 41-7032 for 8.36 CFS, priority of 12/31/1977 for 1,858 acres from wells.
Domestic Water:
Decree 41-10084 for .04 CFS, priority of 01/01/1945 for domestic water from well.
Decree 41-10085 for .04 CFS, priority of 01/01/1935 for domestic water from well.
Decree 41-10086 for .04 CFS, priority of 01/01/1935 for domestic water from well.

Irrigation Equipment

585 hp Yaskawa motor and turbine pump
500 hp GE motor and turbine pump
325 hp GE motor and turbine pump
40 hp submersible motor and pump
35 hp motor & centrifugal pump
40 hp motor & centrifugal pump
50 hp motor and centrifugal pump
60 hp motor and centrifugal pump
75 hp motor and centrifugal pump
100 hp motor and centrifugal pump
There are 10 Valley Pivots and 14 Zimmatic Pivots

(4) 6 tower pivots	(1) 13 tower pivot
(6) 7 tower pivots	(1) 11 tower pivot
(5) 8 tower pivots	(1) 9 tower pivot
(4) 10 tower pivots	(1) 5 tower pivot
(1) 4 tower pivot	

35,000' of 6" – 12" diameter PVC mainline

0004556397

STATE OF IDAHO
Office of the secretary of state, Lawerence Denney
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only
-FILED-
File #: 0004556397
Date Filed: 1/6/2022 9:10:05 AM

Entity Name and Mailing Address:

Entity Name:	KOOMPIN AG, LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0000409357
Address	3010 MCKINLEY RD AMERICAN FALLS, ID 83211-5448

Entity Details:

Entity Status	Active-Existing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W134006

The registered agent on record is:

Registered Agent	KENNETH K KOOMPIN Registered Agent Physical Address 3010 MCKINLEY AMERICAN FALLS, ID 83211 Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
Kenneth Koompin	Manager	3066 S FRONTAGE RD AMERICAN FALLS, ID 83211
Klaren Koompin	Member	300 SNAKE RIVER DR AMERICAN FALLS, ID 83211
Amanda Givens	Member	3497 ROCK CREEK RD AMERICAN FALLS, ID 83211
Pete Koompin	Member	3403 ROCK CREEK RD AMERICAN FALLS, ID 83211
Kamren Koompin	Member	3064 S FRONTAGE RD AMERICAN FALLS, ID 83211
Kael Koompin	Member	3068 S FRONTAGE RD AMERICAN FALLS, ID 83211

The annual report must be signed by an authorized signer of the entity.
Job Title: Member

Amanda Givens — Sign Here

01/06/2022 — Date

B0674-1020 01/06/2022 9:10 AM Received by ID Secretary of State Lawerence Denney

STATE OF IDAHO

Office of the secretary of state, Lawerence Denney

ANNUAL REPORT

Idaho Secretary of State
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Boise, ID 83720-0080
(208) 334-2301
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0004649960

For Office Use Only

-FILED-

File #: 0004649960

Date Filed: 3/9/2022 9:15:50 AM

Entity Name and Mailing Address:

Entity Name:	KBC FARMS, LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0000040924
Address	3010 MCKINLEY RD AMERICAN FALLS, ID 83211-5448

Entity Details:

Entity Status	Active-Existing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W8416

The registered agent on record is:

Registered Agent	KENNETH KENT KOOMPIN Registered Agent Physical Address 3010 MCKINLEY AMERICAN FALLS, ID 83211 Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
Kenneth Koompin	Manager	3066 S FRONTAGE RD AMERICAN FALLS, ID 83211
Klaren Koompin	Member	300 SNAKE RIVER DR AMERICAN FALLS, ID 83211
Charles Bearup, Jr.	Member	3010 MCKINLEY AMERICAN FALLS, ID 83211

The annual report must be signed by an authorized signer of the entity.

Job Title: Office Manager

Amanda Givens
Sign Here

03/09/2022
Date

B0688-8774 03/09/2022 9:15 AM Received by ID Secretary of State Lawerence Denney

Page 1 of 1

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**

June 13, 2022

PACIFIC LIFE INSURANCE CO
C/O EQUITABLE AGRIFINANCE LLC
6300 C ST SW STOP 3B-CR
CEDAR RAPIDS IA 52404-7470

RE: Notice of Security Interest for Water Right No(s): 41-6, 41-8B, 41-8D, 41-13A, 41-13B, 41-7018, 41-7032, 41-7053, 41-10084, 41-10085, 41-10086, 41-10251, 41-10258 and 41-10259

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding 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.

Please note, the water rights referenced above are currently in the name of KBC Farms LLC; however the security interest was filed on behalf of Koompin Ag LLC. If an ownership change is needed on these water rights, the current owner(s) will need to complete a Notice of Change in Water Right Ownership form (enclosed) and submit it to the Department with all of the necessary conveyance documents. *Also please note, the filing fees for the ownership change were received from Alliance Title & Escrow LLC in Pocatello, Idaho with the security interest filed in April*. Therefore we only need the signed ownership change form and conveyance documents.

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.

Please provide the necessary information within (30) days of this letter. If the information is not received within (30) days, the filing fees will be refunded to Alliance Title & Escrow LLC in Pocatello, Idaho.

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: KBC Farms LLC, Koompin Ag LLC
Alliance Title & Escrow LLC, Pocatello, Idaho (File #599867)

ALLIANCE
TITLE & ESCROW

RECEIVED
APR 05 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

IDWR
650 Addison Avenue W., Ste 500
Twin Falls, ID, 83301-5858
Attn: Southern Region

Date: April 1, 2022
Order No.: 599867

We have enclosed the following documents pertaining to order number 599867:

Notice of Interest In Water Right
Copy of Recorded Mortgage
Check 361313 in the amount of $700.00

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact us at (208)232-6163.

Sincerely,

Kellie Noesen
Escrow Officer
Alliance Title & Escrow, LLC
2350 Via Caporatti Dr.
Pocatello, ID 83201
Phone: (208)232-6163 Fax: (208)233-0212

Enclosure(s)

Yes, it matters where you close.

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