

STATE OF IDAHO DEPARTMENT OF
WATER RESOURCES

✓

RECEIVED
JUN 24 2021
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.
47-14962	36-16510	36-7622A	See attached for
47-8216	36-7562C	36-7622B	Additional water right/
36-16504	36-7562D	36-10038	Claim Nos.
36-16506	36-7562E	36-10215	
36-16508	36-7562F		

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

METROPOLITAN TOWER LIFE INSURANCE COMPANY
10801 Mastin Blvd., Suite 700

Overland Park, KS 66210

Phone (913) 217-2986

Email

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

Hurtado Farms, LLC/Jesus Hurtado

5. Expiration Date of Notification Period

July 25, 2040

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

Metropolitan Tower Life Insurance Company,
A Nebraska corporation
By: **MetLife Investment Management, LLC,**
its investment manager

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

By: Jonathan B. Dressler

Name: Jonathan B. Dressler

Title, if applicable

Its Authorized Signatory and Director

For Office Use Only

Received by SG

Date 6/24/21

Receipt No. 5038653

Fee \$575.00

Processed by AJ

Date

WR DM

Date 11-2-2021

SUPPORT DATA

IN FILE # 36-7562C

Idaho Department of Water Resources Water Right No.	Owner
36-7409A	Hurtado Farms, LLC
36-7631A	Hurtado Farms, LLC
36-10135	Hurtado Farms, LLC
36-7847	Hurtado Farms, LLC
36-8396	Hurtado Farms, LLC
36-11402	Hurtado Farms, LLC
36-14755	Hurtado Farms, LLC
47-8228	Hurtado Farms, LLC
47-13938	Hurtado Farms, LLC

These 9 water rights were updated per Notice of Security Interest received in April, 2021 (in connection with an Ownership Change). Fees were covered under receipt # S038531.

*DM
11-3-2021*

THIS INSTRUMENT PREPARED BY:
Christopher Humphrey
Stoel Rives LLP
101 S. Capitol Blvd.
Suite 1900
Boise, ID 83702

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
01:02:17 PM 06-15-2021
2021014379
NO. PAGES 30 FEE: \$45.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SB
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Metropolitan Tower Life Insurance Company
c/o MetLife Investment Management, LLC
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager, Western Region

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

203711344

Space above this line for Recorder's Use

Hurtado Real Estate Term Loan Nos.: 201612 and 201215

**AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

FOR THE PURPOSE OF FACILITATING THE RECORD HEREOF, THIS MORTGAGE MAY BE EXECUTED IN THREE COUNTERPARTS, EACH OF WHICH SHALL BE TAKEN TO BE AN ORIGINAL, AND ALL OF WHICH TOGETHER OR ANY ONE THEREOF SHALL BE DEEMED TO CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

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

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This Amended and Restated Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (the "Mortgage") is dated as of June 15, 2021, and is by JESUS HURTADO ("J. Hurtado") and GRICELDA HURTADO ("G. Hurtado"), a married couple, husband and wife; JESUS HURTADO DAIRY, LLC, an Idaho limited liability company ("J. Hurtado Dairy"); HURTADO HOLSTEINS, LLC, an Idaho limited liability company ("Hurtado Holsteins"); HURTADO FARMS, LLC, an Idaho limited liability company ("Hurtado Farms"); and HURTADO TRUCKING, LLC, an Idaho limited liability company ("Hurtado Trucking") (J. Hurtado, G. Hurtado, J. Hurtado Dairy, Hurtado Holsteins, Hurtado Farms, and Hurtado Trucking are herein individually and collectively, "Grantor"), to and in favor of METROPOLITAN TOWER LIFE INSURANCE COMPANY, a Nebraska corporation ("Mortgagee"), and supersedes, amends, and restates that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 4, 2021, and recorded March 5, 2021 as Instrument No. 272009 in the Official Records of Gooding County, Idaho, as Instrument No. 2021005443 in the Official Records of Twin Falls County, Idaho

Mortgagee has agreed to make a loan in the original principal sum of ("Loan 201612") to Grantor under the terms and conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage (the "Note 201612").

Mortgagee has previously made a loan in the original principal sum of ("Loan 201215") to Grantor under the terms and conditions of the Promissory Note by Grantor in favor of Mortgagee dated March 4, 2020 ("Note 201215"). Loan 201612 and Loan 201215 are hereinafter referred to as the "Loans". Note 201612 and Note 201215 are hereinafter referred to as the "Notes."

THIS INSTRUMENT PREPARED BY:
Christopher Humphrey
Stoel Rives LLP
101 S. Capitol Blvd.
Suite 1900
Boise, ID 83702

Instrument # 273413
GOODING COUNTY, GOODING, IDAHO
06-15-2021 14:07:31 No. of Pages: 30
Recorded for: TITLEONE - TWIN FALLS
DENISE GILL Fee: \$45.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Metropolitan Tower Life Insurance Company
c/o MetLife Investment Management, LLC
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager, Western Region

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20371134-4

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Stoel Rives LLP
101 S. Capitol Blvd.
Suite 1900
Boise, ID 83702

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Metropolitan Tower Life Insurance Company
c/o MetLife Investment Management, LLC
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Manager, Western Region

Instrument # 2213485

JEROME COUNTY, JEROME, IDAHO
06-15-2021 01:00:14 PM No. of Pages: 30
Recorded for: TITLEONE - TWIN FALLS
MICHELLE EMERSON Fee: \$45.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
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ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Notes and payment and performance of all other Secured Obligations (defined herein), Hurtado Farms and J. Hurtado, each as a fee owner of a portion of the Land (defined below) and each other Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "**Property**"): (1) the real estate and any interest in the real estate located in Gooding County, Twin Falls County, and Jerome County, Idaho, and described in EXHIBIT A (the "**Land**"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "**Improvements**"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) and all livestock handling fixtures and other non rolling stock necessary to run the dairy business located on the Land including dairy equipment and fixtures (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto; (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith, including: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water, including without limitation, the rights described on EXHIBIT B ("**Water Rights**"); (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water, including the shares described on EXHIBIT C and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral"; (9) timber now or hereafter standing on or cut from the Land; (10) all milk, cream, and other dairy products, and all receivables thereof (the "**Dairy Products**"); (11) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "**Leases**"); (12) permits and licenses relating or pertaining to the use or enjoyment of the Property; (13) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property ("**Insurance Claims**"); (14) 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 the Land or Improvements ("**Condemnation Awards**"); (15) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; and (16) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

Substantial Benefits, Consequences of Loan Structure. After diligent inquiry, Grantor has determined: the interest rate and repayment terms of the Loans are more favorable than those any could have obtained without the pledge of each Grantor's ownership interest in the Property as collateral for the Loans and the joint and several liability of the Grantors; the relationship of the business operations conducted on the combined Property encumbered by this mortgage is such that the Property in the aggregate is more valuable than the sum of each portion thereof owned by each Grantor, and separate financing of each portion of the Property owned by any Grantor would be uneconomical and inefficient; and the Loans and collateral structure is beneficial to the Grantors' collective interests.

Grantor represents and warrants that no Grantor is insolvent as of the date hereof; no Grantor will become insolvent as a result of the obligations incurred and transfers made in connection with the Loans; no Grantor is, or is about to be, engaged in a business or transaction for which such Grantor will have an unreasonably small amount of capital after the closing of the Loans; no Grantor has incurred, or contemplates incurring, debts beyond such Grantor's ability to pay as such debts become due.

The transfers made and obligations incurred by each Grantor in connection with the Loans are not made with the intent to hinder, delay or defraud any person to which any Grantor was, is, or hereinafter will become, indebted.

Each Grantor understands and agrees that: a default by any or all of the Grantors under this mortgage or any other Loan Document will constitute a default under the Loans and the Notes and other documents executed or delivered to evidence or secure the Loans or any portion thereof; no Grantor will be entitled to the release of Mortgagee's security interest in any portion of the Property owned by such Grantor until the Loans have been paid in full; a result of the structure of the Loans is that all of the Property, regardless of the form by which it is encumbered or the ownership, shall now be security for the repayment of the Notes, and shall be available to satisfy the obligations incurred in connection with the Loans and the Notes; and a default by any Grantor under this mortgage, the Notes, or the other Loan Documents could result in the judicial sale of some or all the Property, and the application of the proceeds from such sale to complete or only partial satisfaction of the joint and several obligations of each respective Grantor.

Due to the business relationships among the Grantors, there is a community of interests among the Grantors such that the benefits of the Loans and the Notes evidencing the Loans flowing to one Grantor also benefits each other Grantor. By executing this mortgage, and without impairing any other waiver herein, each Grantor acknowledges and agrees that Mortgagee may collect any sums due or becoming due under the Loan Documents from any Grantor without first foreclosing on any real or personal property collateral pledged by any Grantor as security for the Loans.

If Mortgagee forecloses on any real property collateral pledged or encumbered as security for the Loans: the outstanding amount of the Loans may be reduced only by the price for which that property is sold at the foreclosure sale, even if the property is worth more than the sale price; and Mortgagee may collect from the Grantors even if Mortgagee, by foreclosing on said real property, has destroyed any right a particular Grantor may have to collect from any other Grantor or any other party.

Each Grantor waives all rights and defenses arising out of an election of remedies by Mortgagee, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed such Grantor's rights of subrogation and reimbursement against any other Grantor by the operation of Idaho law or otherwise.

ARTICLE 2 - ASSIGNMENT OF RENTS

Grantor irrevocably and unconditionally assigns Mortgagee all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other proceeds of the Property, whether now due, past due or to become due, including all prepaid rents, security deposits and other supporting obligations (collectively, the "Rents").

Notwithstanding the provisions of this Article 2, Mortgagee confers upon Grantor a revocable license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor.

Subject to the License, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

All lessees under the Leases are hereby irrevocably authorized and notified by Grantor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Mortgagee may notify any person that the Leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure of or taken possession of the Property.

Mortgagee may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Mortgagee deems appropriate: (1) Secured Obligations; (2) expenses of leasing, operating, maintaining and managing the Property, including without limitation, salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Mortgagee deems necessary or desirable; (3) taxes, charges, claims, assessments, any other liens, and premiums for insurance relating to the Property that Mortgagee deems necessary or desirable; and (4) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property that may be characterized as personal property (the "Personalty"). Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

The address adjacent to Grantor's signature below, (a) if Grantor is an individual, is Grantor's principal residence; (b) if Grantor is other than an individual and has only one place of business, is Grantor's principal place of business; and (c) if Grantor is anything other than an individual and has more than one place of business, is Grantor's chief executive office. The address for Mortgagee in Article 7 is its address as secured party under the Uniform Commercial Code as adopted in the Governing Law State (the "UCC").

This mortgage constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Grantor, the "secured party" is Mortgagee and the collateral is the Property.

ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "Secured Obligations"): (1) all Obligations (as defined in the Notes); (2) all obligations of Grantor under this mortgage; (3) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (4) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

Future Secured Obligations. The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations, together with interest thereon, are secured by this mortgage to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of

indebtedness secured by this mortgage may decrease or increase from time to time. Nothing in this Section will constitute a commitment to make additional or future advances in any amount.

General. The scheduled maturity date of each of the Notes is July 25, 2040. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Notes, this mortgage and all other agreements and instruments evidencing and or securing the Loans (individually and collectively, the "**Loan Documents**"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity Agreement, dated as of the date hereof between, without limitation, Grantor and Mortgagee; that agreement, the "**Environmental Indemnity**"). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. Without limitation, the Notes expressly provides that Mortgagee may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

ARTICLE 5 – WARRANTY AND COVENANTS

Warranty of Title. Grantor represents and warrants that, other than the exceptions to title expressly listed on a schedule of exceptions to coverage in the final commitment for title insurance or pro forma policy of title insurance accepted by Mortgagee prior to the Closing (defined in the Notes), Grantor lawfully possesses and holds fee simple title to all of the Land and Improvements; and that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

Water Rights. Grantor represents and warrants that the Water Rights afford the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property

Performance of Secured Obligations. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

Maintenance of Property. Grantor shall: maintain and preserve all rights and privileges Grantor now has in the Property; make any repairs, renewals or replacements to keep the Property in good working condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

Water Rights. Grantor shall maintain the Water Rights during the term of the Loans at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall not modify, amend or terminate any Water Rights without Mortgagee's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any

water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantor shall notify Mortgagee if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

Assignment of Milk Proceeds. As additional collateral and to further secure the Notes and other Secured Obligations of Grantor, Grantor does hereby absolutely, presently and irrevocably assign the proceeds of the sale of Grantor's Dairy Products in an amount and with priority sufficient to cover the monthly Note payment, as adjusted under the provisions of each Note, which assignment shall commence as of the date of this Mortgage. The provisions of this section shall apply to any replacement milk contracts. Grantor covenants and agrees that it will (i) make no further or future assignments of the proceeds of the agreements under which Grantor sells Dairy Products produced on the Land, or otherwise alter the operations on the Property, in a manner which would alter or eliminate Mortgagee's right under this Mortgage to receive from Grantor's proceeds of the sale of Dairy Products a sum sufficient to satisfy the monthly payment due under the Notes, as adjusted under the provisions of the Notes, except in the event that such operations are relocated to property owned by Grantor and for which Dairy Products on such property are encumbered by Mortgagee or an affiliate of Mortgagee pursuant to the loan documents for another loan from Mortgagee (or affiliate) to Grantor as, if required by Mortgagee, Grantor executes and delivers to Mortgagee an instrument giving Mortgagee the right to receive from Grantor's proceeds of the sale of Dairy Products on such property in an amount sufficient to satisfy the monthly payment due under the Notes, as adjusted under the provisions of the Notes, (ii) deliver and maintain in effect assignments of Dairy Products proceeds in form and substance acceptable to Mortgagee and accepted by the purchaser of such Dairy Products, and (iii) not terminate or alter, or permit to be terminated or altered, such assignments, absent Mortgagee's prior written consent.

Compliance with Applicable Law Grantor shall not commit or allow any act upon or use of the Property which would violate any applicable law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property.

Taxes and Assessments. Grantor shall pay prior to delinquency all taxes, levies, charges and assessments imposed by applicable law or any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, and any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "Imposition"). If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this Section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that: (1) Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest; and (2) Grantor shall have posted a bond or furnished such other security required from time to time by Mortgagee.

Damages and Insurance and Condemnation Awards. Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and Mortgagee may make any compromise or settlement

of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees (defined in the Notes), incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION AWARDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

Site Visits, Observation and Testing. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Environmental Indemnity, and otherwise to determine Grantor's compliance with this mortgage.

Prohibited Transfers. Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and Equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Notes) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Notes) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Notes) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

Prohibited Transfer Rate. If there is a Prohibited Transfer, Mortgagee may deem the principal balance of the Loans and, to the extent permitted by applicable law, all other Obligations, increase at the Contract Rate (as defined in the Notes) by 2.000% per annum, retroactive to the date of the Prohibited Transfer. Mortgagee's rights under this Section are an option available to Mortgagee, and unless elected by Mortgagee, a Prohibited Transfer will constitute an Event of Default and all Obligations will bear interest at the Default Rate (as defined in the Notes).

Compensation and Reimbursement of Costs and Expenses. Grantor shall pay (1) for any services rendered in connection with this mortgage; (2) all of Mortgagee's costs and expenses incurred in rendering any such services; and (3) all costs, expenses and other advances incurred or made by Mortgagee in an effort to enforce the terms of this mortgage or protect the Property, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, or in defending any action or proceeding arising under or relating to this mortgage, including Legal Fees, and costs of any Foreclosure Sale. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances incurred by Mortgagee in each of those Foreclosure Sales.

Indemnification. GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER

OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE LOAN DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

Payments Due Under This Mortgage. Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee. Each such obligation shall bear interest from the date the obligation arises at the Default Rate (as defined in the Notes).

ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

Events of Default. The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Notes); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

Remedies. At any time after an Event of Default, Mortgagee may invoke any and all of the rights and remedies described below. All of such rights and remedies are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

Acceleration. Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

Receiver. Mortgagee may, to the extent permitted by applicable law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Grantor, any guarantor of all or any portion of the Secured Obligations, or of any person liable for the payment of the Secured Obligations. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND GRANTOR AGREES TO NOT OPPOSE SUCH APPOINTMENT.

Entry. To the extent permitted by applicable law, Mortgagee, in person, by agent or by court- appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it

available to Mortgagee at the site of the Land. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. Regardless of any provision of this mortgage or the other Loan Documents, Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy in accordance with the UCC.

Cure; Protection of Security. Mortgagee may cure any breach or default of Grantor, and if Mortgagee chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Notes; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article either with or without giving notice to any person. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that applicable law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personality for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies against account debtors or other persons obligated on the Personality (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personality; (3) advertise dispositions of the Personality through publications or media of general circulation, whether or not the Personality is of a specialized nature; (4) contact persons for expressions of interest in acquiring all or any portion of the Personality; (5) hire professional auctioneers to assist in the disposition of the Personality, whether or not the Personality is of a specialized nature; (6) dispose of the Personality by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personality; (7) dispose of the Personality in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personality or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personality; or (10) sell any Personality jointly with any of the Property or to sell any Personality in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personality, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.

Judicial Action. Mortgagee may bring an action in any court of competent jurisdiction to foreclose this mortgage in the manner provided under applicable law for the foreclosure of mortgages on real property or to obtain specific enforcement of any of the covenants or agreements of this mortgage.

Sales of Personal Property. Mortgagee may elect to treat as Personality any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any Personality separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any

other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation.

Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "**Foreclosure Sale**"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the liens of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

Additional Rights. In addition to the rights and powers given to Mortgagee under this mortgage, Mortgagee shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

Credit Bids. At any Foreclosure Sale, any person, including Grantor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that Property, Mortgagee may settle for the purchase price by crediting the sales price of the Property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

Application of Foreclosure Sale Proceeds, Rents and Other Sums. Mortgagee shall apply the proceeds of any Foreclosure Sale to pay (or reimburse Mortgagee for payment of) the Secured Obligations in any order and proportions as Mortgagee may choose, with the surplus, if any, to be paid over to Grantor. Mortgagee has no liability for any funds which it does not actually receive.

Waivers. Grantor waives: (1) any right to require Mortgagee to proceed against Grantor, proceed against or exhaust any security held from Grantor, or pursue any other remedy in Mortgagee's power to pursue; (2) any defense based on any legal disability of Grantor, any discharge or limitation of the liability of Grantor to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Grantor's obligations exceed or are more burdensome than those of Grantor; (3) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this mortgage and of the existence, creation, or incurring of new or additional indebtedness of Grantor, and demands and notices of every kind; (4) any defense based on or arising out of any defense that Grantor may have to the payment or performance of the Secured Obligations or any part of it; and (5) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee may have against Grantor, and all rights to participate in any security now or later to be held by Mortgagee for the Secured Obligations. Grantor waives all rights and defenses that Grantor may have because the Secured Obligations may be secured by real property other than the Property hereby encumbered. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because the Secured Obligations may be secured by real property other than the Property. Grantor waives any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered. No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage.

Information. Grantor is solely responsible for keeping informed of Grantor's financial condition and business operations and all other circumstances affecting Grantor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee will have no duty to disclose to Grantor any information which Mortgagee may receive about Grantor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 7 – MISCELLANEOUS

Notices. All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Mortgagee will not be effective until actually received by Mortgagee. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Tower Life Insurance Company, c/o MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: Director, with a carbon copy to MetLife Agricultural Finance, 205 E River Park Circle, Ste. 430, Fresno, CA 93720, Attn: Director, WRO.

Partial Release. In the event the option to purchase (the "**Option**") under that certain Farm Ground, Dairy Site and Feedlot Site Lease dated January 1, 2020, between Hurtado Farms as landlord and Pete Deelstra, in his individual capacity and on behalf of his business entities (the "**Lease**") with respect to Tract A of the Land (the "**Premises**") is exercised, Grantor may request Mortgagee to release the Premises from the lien of this mortgage (a "**Partial Release**"), which request shall be granted by Mortgagee upon satisfaction of the following terms and conditions: (1) Grantor shall submit a formal written notice of a Partial Release (the "**Notice**") within seventy-two (72) hours of receiving notice that the Option is being exercised, and shall include an updated title report covering the Land subject to the Option being exercised upon Grantor's receipt of the same; (2) no Event of Default shall exist under any of the Loan Documents, either at the time of the Notice or at the closing of the Partial Release, and the Partial Release will not cause an Event of Default under any of the Loan Documents; (3) the Partial Release shall not limit, damage or adversely affect the value of the remaining Property, including but not limited to, access and drainage; (4) Mortgagee, in its sole discretion, may require a principal reduction of Note 201612 (without prepayment premium) in an amount as determined by Mortgagee in its sole discretion; (5) Grantor may pay an additional principal reduction of Note 201612, without prepayment premium, provided that such additional principal reduction does not exceed the net proceeds of the sale of the Premises to an unrelated third party (for purposes herein, related parties shall include all makers of the Note, stockholders, spouses and entities held in part or in whole by related parties); (6) Grantor shall pay all of Mortgagee's outside counsel fees and other costs, including title, escrow or appraisal costs, if any, in processing and documenting the Partial Release (including any necessary amendments to the Loan Documents and title endorsement premiums), and Mortgagee's customary service fee of \$1,000.00, and any other obligation related to the Partial Release incurred by Mortgagee.

Entire Agreement. This mortgage and the other Loan Documents collectively: (1) represent the sum of the understandings and agreements between Mortgagee and Grantor concerning the Loans; (2) replace any prior oral or written agreements between Mortgagee and Grantor concerning the Loans; and (3) are intended by Mortgagee and Grantor as the final, complete and exclusive statement of the terms agreed to by them.

No Waiver or Cure. Each waiver by Mortgagee must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee to take action on account of any default of Grantor. Consent by Mortgagee to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance. The exercise by Mortgagee of any right or remedy under this mortgage or the other Loan Documents or under applicable law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents, have been cured); or impair the security of this mortgage; or prejudice Mortgagee or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this mortgage.

Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property.

Waiver of Dower, Homestead, and Distributive Share. Grantor relinquishes all right of dower, if any, and waives all right of homestead exemption and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

Waiver of Marshalling. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a lien subordinate to this mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

Waiver of Certain Other Laws. To the extent permitted by applicable law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any applicable law providing for appraisal, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

Joint and Several Obligations. If Grantor consists of more than one person, each Grantor (1) acknowledges and undertakes, together with every other Grantor, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (2) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (3) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

Governing Law/Jurisdiction and Venue. This mortgage shall be governed exclusively by the laws of the State of Idaho without regard or reference to its conflict of laws principles.

General. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee. This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. Time is of the essence of this mortgage. Each party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this mortgage. When all Secured Obligations have been paid in full, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

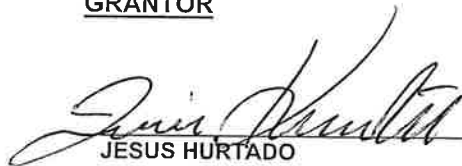
[SIGNATURE PAGE TO MORTGAGE]

GRANTOR BY EXECUTION AND DELIVERY OF THIS MORTGAGE TO MORTGAGEE, AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (A) THIS MORTGAGE; OR (B) ANY OTHER LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE NOTES AND OTHER LOAN DOCUMENTS.

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

GRANTOR

Address for notices:
3249 South 1950 East
Wendell, Idaho 83355


JESUS HURTADO

Address for notices:
3249 South 1950 East
Wendell, Idaho 83355


GRICELDA HURTADO

Address for notices:
3249 South 1950 East
Wendell, Idaho 83355

JESUS HURTADO DAIRY, LLC, an Idaho limited liability company

By: 
JESUS HURTADO
Member

Address for notices:
200 East Ave. A
Jerome, Idaho 83338

HURTADO HOLSTEINS, LLC, an Idaho limited liability company

By: 
JESUS HURTADO
Member

Address for notices:
200 East Avenue A
Jerome, Idaho 83338

HURTADO FARMS, LLC, an Idaho limited liability company

By: 
JESUS HURTADO
Member

By: 
GRISelda HURTADO
Member

Address for notices:
200 East Avenue A
Jerome, Idaho 83338

HURTADO TRUCKING, LLC, an Idaho limited liability company

By: 
JESUS HURTADO
Member

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

[GRANTOR ACKNOWLEDGMENTS]

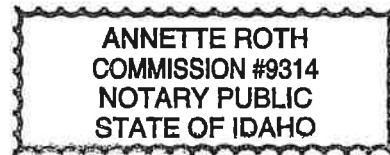
STATE OF IDAHO

COUNTY OF Jerome

This record was acknowledged before me on June 5, 2021, by Jesus Hurtado.

Annette Roth
Signature of Notary Public

(stamp)



My Commission Expires: 8-4-2023

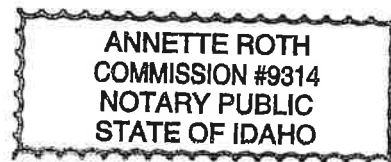
STATE OF IDAHO

COUNTY OF Jerome

This record was acknowledged before me on June 5, 2021, by Gricelda Hurtado.

Annette Roth
Signature of Notary Public

(stamp)



My Commission Expires: 8-4-2023

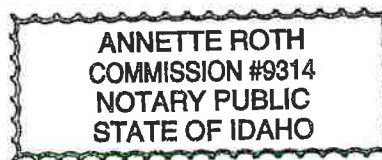
STATE OF IDAHO

COUNTY OF Jerome

This record was acknowledged before me on June 5, 2021, by Jesus Hurtado as Member of Jesus Hurtado Dairy, LLC.

Annette Roth
Signature of Notary Public

(stamp)



My Commission Expires: 8-4-2023

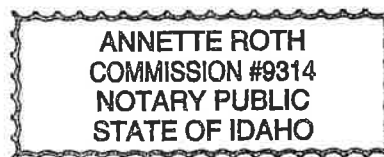
STATE OF IDAHO

COUNTY OF Jerome

This record was acknowledged before me on June 5, 2021, by Jesus Hurtado as Member of Hurtado Holsteins, LLC.

Annette Roth
Signature of Notary Public

(stamp)



My Commission Expires: 8-4-2023

STATE OF IDAHO

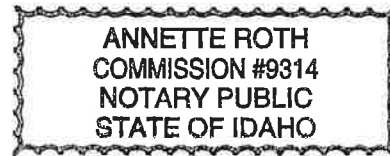
COUNTY OF Jerome

This record was acknowledged before me on June 5, 2021, by Jesus Hurtado as Member of Hurtado Farms, LLC.

Annette Roth
Signature of Notary Public

(stamp)

My Commission Expires: 8-4-2023



STATE OF IDAHO

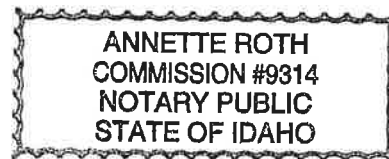
COUNTY OF Jerome

This record was acknowledged before me on June 5, 2021, by Gricelda Hurtado as Member of Hurtado Farms, LLC.

Annette Roth
Signature of Notary Public

(stamp)

My Commission Expires: 8-4-2023



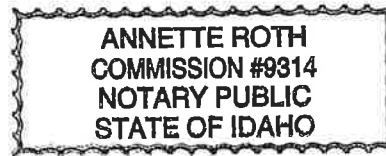
STATE OF IDAHO

COUNTY OF Jerome

This record was acknowledged before me on June, 2021, by Jesus Hurtado as Member of Hurlado Trucking, LLC.

Annette Roth
Signature of Notary Public

(stamp)



My Commission Expires: 8-4-2023

MORTGAGEE

**Metropolitan Life Tower Insurance Company, a
Nebraska corporation**

By: MetLife Investment Management, LLC,
its investment manager

By: Jonathan B. Dressler
Name: Jonathan B. Dressler
Its: Authorized Signatory
and Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.

On June 7, 2021 before me, Cathy M. Kelly, Notary Public, personally appeared Jonathan B. Dressler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Cathy Kelly (seal)

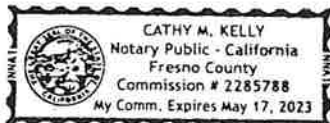


EXHIBIT A

Loan Nos.: 201612 and 201215

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

Legal Description of Real Estate

Gooding County, Twin Falls County and Jerome County, Idaho

EXISTING PROPERTY

TRACT A - TWIN FALLS COUNTY

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 28: SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°26'43" East along the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ for 538.85 feet;
Thence South 00°29'46" West for 8.27 feet to a $\frac{1}{2}$ inch diameter iron pin an existing fence corner;
Thence continuing South 00°29'46" West along said fence for 668.34 feet to a $\frac{1}{2}$ inch diameter iron pin at an existing fence corner;
Thence along said fence for the following nine courses and distances:
North 87°37'19" West for 28.32 feet;
North 08°15'11" West for 7.79 feet;
North 47°54'42" West for 88.23 feet;
North 88°44'04" West for 275.10 feet;
South 19°51'01" East for 129.12 feet;
South 05°00'07" West for 13.40 feet;
South 47°05'40" West for 87.09 feet;
South 66°06'21" West for 20.13 feet;
North 89°38'57" West for 136.08 feet to the West line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 00°54'02" East along said West line for 798.78 feet to THE POINT OF BEGINNING.

SAVE AND EXCEPT the following described:

Part of the W $\frac{1}{2}$, more particularly described as follows:

Commencing at the Northwest corner of Section 28;
Thence South 01°15'17" West, 2696.08 feet to the West quarter corner of Section 28;
Thence North 89°26'43" East, 1327.77 feet along the North boundary of SW $\frac{1}{4}$ of Section 28 to THE REAL POINT OF BEGINNING;
Thence North 13°33'20" East, 108.77 feet along the East bank of Mud Creek;
Thence North 01°18'59" East, 206.11 feet along the East bank of Mud Creek;
Thence North 34°57'35" East, 63.57 feet along the East bank of Mud Creek;
Thence South 88°11'52" East, 368.12 feet;
Thence South 07°58'41" West, 578.47 feet;

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Hurtado

Term Loan Nos. 201612 and 201515
110309242.3 0053564-00512

Rev. 03.17.2017

Thence North 86°00'30" West, 368.28 feet;
Thence North 04°38'29" West, 104.64 feet along the East bank of Mud Creek;
Thence North 13°21'40" East, 86.26 feet along the East bank of Mud Creek;
Thence North 13°33'20" East, 6.89 feet to THE REAL POINT OF BEGINNING.

EASEMENT NO. 1:

An Access Easement for the benefit of Parcel No. 1 as created by Warranty Deed between Bruce J. Sharp and Linda M. Sharp, husband and wife, Grantors unto Terry G. White and Mary D. White, husband and wife, Grantees, dated May 26, 1981 and recorded June 1, 1981 as Instrument No. 803690, records of Twin Falls County, Idaho, more particularly described as follows:

Together with right of ingress and egress over and across the East 30 feet of the E½SW¼ of said Section 28.

TRACT B - TWIN FALLS COUNTY

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 14 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 28: E½SW¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

The East 25 feet and the South 25 feet of the E½SW¼

Tract No. 2:

Beginning at the Northwest corner of said NE¼SW¼;
Thence North 89°26'43" East along the North line of said NE¼SW¼ for 538.85 feet;
Thence South 00°29'46" West for 8.27 feet to a ½ inch diameter iron pin an existing fence corner;
Thence continuing South 00°29'46" West along said fence for 668.34 feet to a ½ inch diameter iron pin at an existing fence corner;

Thence along said fence for the following nine courses and distances:

North 87°37'19" West for 28.32 feet;
North 08°15'11" West for 7.79 feet;
North 47°54'42" West for 88.23 feet;
North 88°44'04" West for 275.10 feet;
South 19°51'01" East for 129.12 feet;
South 05°00'07" West for 13.40 feet;
South 47°05'40" West for 87.09 feet;
South 66°06'21" West for 20.13 feet;
North 89°38'57" West for 136.08 feet to the West line of said NE¼SW¼;

Thence North 00°54'02" East along said West line for 798.78 feet to the POINT OF BEGINNING.

Tract No. 3:

Commencing at the South quarter corner of Section 28; Thence South 89°23'07" West 25.00 feet along the boundary of Section 28; Thence North 00°37'46" East 25.00 feet parallel with the East boundary of the SE¼SW¼, Section 28 to the REAL POINT OF BEGINNING,

Thence South 89°23'07" West 1129.99 feet along the Northerly right of way of US Highway 30;

Thence North 00°54'03" East 474.99 feet;

Thence South 89°23'07" West 174.24 feet to a point of the West boundary of the SE¼SW¼ of Section 28;

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing

Hurtado

Term Loan Nos. 201612 and 201515

110309242.3 0053564-00512

Rev. 03.17.2017

Thence North 00°45'03" East 145.08 feet along the West boundary of said SE¼SW¼;
Thence North 89°23'07" East 1301.29 feet;
Thence South 00°37'46" West 620.00 feet along a line 25.00 feet West of and parallel with the East boundary of SE¼SW¼, Section 28 to the REAL POINT OF BEGINNING.

Tract No. 4:

Beginning at the Southwest corner of the E½SW¼, which shall be the POINT OF BEGINNING;
Thence 580.8 feet North along the West boundary of the E½SW¼;
Thence East 150 feet parallel to the South boundary of the E½SW¼;
Thence South 580.8 feet, more or less, parallel to the West boundary of the E½SW¼ to the Southerly boundary of the E½SW¼;
Thence West 150 feet, more or less, along the Southerly boundary of the E½SW¼ to the POINT OF BEGINNING.

Tract No. 5:

The North 80.8 feet thereof

Tract No. 6:

Commencing at the Southwest corner thereof; Thence East on the South boundary of said E½SW¼ 150 feet to the TRUE POINT OF BEGINNING;
Thence North parallel to the West boundary 500 feet;
Thence East parallel to the South boundary thereof 24.24 feet;
Thence South parallel to the West boundary thereof 500 feet;
Thence West 24.24 feet to the TRUE POINT OF BEGINNING.

EASEMENT NO. 2

An access Easement for the benefit of Parcel No. 1, more particularly described as follows:

The right of ingress and egress over and across the East 30 feet of the E½SW¼ of Section 28,

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 14 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 28: SW¼SE¼, also known as Sawtooth View Estates, a Survey Plat recorded January 27, 1978, in Book 28 of Miscellaneous, page 1869, records of Twin Falls County, Idaho, and more particularly described as follows:

Beginning at the South quarter corner of said Section 28, which is the REAL POINT OF BEGINNING;
Thence North 00°37'43" East 1351.59 feet;
Thence North 89°26'22" East 1327.43 feet;
Thence South 00°15'59" West 1351.30 feet to the South line of Section 28;
Thence South 89°26'00" West 1335.98 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT a 25.00-foot-wide highway right of way parallel and adjacent to the South boundary.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 14 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 28: S½SE¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the South quarter corner of said Section 28, which is the REAL POINT OF BEGINNING;

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Hurtado

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Thence North 00°37'43" East 1351.59 feet;
Thence North 89°26'22" East 1327.43 feet;
Thence South 00°15'59" West 1351.30 feet to the South line of Section 28;
Thence South 89°26'00" West 1335.98 feet to the REAL POINT OF BEGINNING.

Tract No. 2:
The East 495 feet of the SE¼SE¼

Tract No. 3:
Beginning at a point on the South line of said Section 28 which bears West 495 feet from the Southeast corner thereof;
Thence North parallel to the East section line 546.00 feet;
Thence West parallel to the South section line 473.00 feet;
Thence South 546.15 feet to a point on the South section line which bears West 475.90 feet from the Point of Beginning;
Thence East along the South section line 475.90 feet to the POINT OF BEGINNING.

ALSO EXCEPT a 25-foot-wide highway right of way parallel and adjacent to the South boundary.

PARCEL NO. 4:
TOWNSHIP 9 SOUTH, RANGE 14 EAST, BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 33: N½NE¼ SAVE AND EXCEPT the following described:

Commencing at the Northeast corner of said Section 33; Thence South 89°26'00" West along the North boundary of the NE¼ of Section 33 for a distance of 619.32 feet; Thence South 04°26'00" West for a distance of 25.10 feet to a point on the southerly right-of-way boundary of Highway U.S. 30 and being the TRUE POINT OF BEGINNING;
Thence South 04°26'00" West for a distance of 246.90 feet;
Thence North 89°17'00" West for a distance of 148.84 feet;
Thence South 26°09'16" West for a distance of 113.97 feet;
Thence North 88°47'19" West for a distance of 146.87 feet;
Thence North 00°56'00" East for a distance of 339.99 feet to a point on the Southerly right-of-way boundary of Highway U.S. 30;
Thence North 89°26'00" East along the Southerly right-of-way boundary of Highway U.S. 30 for a distance of 359.47 feet to the TRUE POINT OF BEGINNING.

TRACT C - GOODING COUNTY

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 7: NE¼NE¼; S½NE¼; SE¼

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 17: That part of the NW¼NW¼ lying North and West of the County road.

PARCEL NO. 3:
TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 18: NE $\frac{1}{4}$

ADDITIONAL COLLATERAL

TRACT A - GOODING COUNTY (WRIGHT DAIRY)

PARCEL NO. 1
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 26: NE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 2
TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 26: SE $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM that portion deeded to Wendell Highway District by Warranty Deed recorded August 6, 2015 as Instrument No. 252305, Gooding County records, described as follows:

A parcel of land for county road rights of way purposes being generally described as a forty (40') foot wide strip of land adjacent to and along Bob Barton Highway being the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 26, Township 8 South, Range 15 East Boise Meridian, in Gooding County, Idaho, and being more specifically described as follows:

Commencing at the South Quarter corner of Section 26, Township 8 South, Range 15 East Boise Meridian, said corner being at Bob Barton Highway Project Station 352+82.42;

Thence on a bearing of North 89°25'00" West a distance of 1323.30 feet to Project Station 366+05.47 and THE REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING on a bearing North 0°38'43" East a distance of 40.00 feet to Project Station 366+05.76, 40.00 feet Lt. to the new Northerly rights of way boundary of the Bob Barton Highway Project; Thence on a bearing South 89°25'00" East a distance of 1323.26 feet along the new Northerly rights of way boundary of the Bob Barton Highway Project to Project Station 379+29.03, 40.00 feet Lt.;

Thence on a bearing South 0°35'01" West a distance of 40.00 feet to the Southeast corner of Section 26 and centerline of the Bob Barton Highway Project at Project Station 379+29.03;

Thence on a bearing North 89°25'00" West for a distance of 1323.30 feet, along the section line and centerline of the Bob Barton Highway Project to Project Station 366+05.47 and THE REAL POINT OF BEGINNING.

TRACT B - TWIN FALLS COUNTY (REITSMA PROPERTY)

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 29: Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, being more particularly described as follows:

Commencing at the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; Thence North 0°03'31" West a distance of 1317.02 feet;

Thence South 89°46'45" East a distance of 604.81 feet, TRUE POINT OF BEGINNING;

Thence North 00°15'00" West a distance of 678.60 feet to the Southerly rim of the Snake River Canyon;

Thence Southeasterly along the Southerly rim of said Canyon the following courses and distances:

South 51°24'57" East a distance of 19.85 feet;

Thence South 63°10'35" East a distance of 98.22 feet;

Thence South 48°33'58" East a distance of 165.54 feet;

Thence South 64°25'43" East a distance of 189.99 feet;

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Hurtado

Term Loan Nos. 201612 and 201515
110309242.3 0053564-00512

Rev. 03.17.2017

Thence South 46°24'37" East a distance of 94.86 feet;
Thence leaving said rim South 00°15'00" West a distance of 366.72 feet;
Thence South 00°15'00" West a distance of 295.16 feet;
Thence South 89°46'45" East a distance of 263.58 feet;
Thence South 00°06'22" West a distance of 285.86 feet;
Thence North 89°46'45" West a distance of 520.01 feet;
Thence South 67°17'44" West a distance of 35.94 feet;
Thence North 89°46'45" West a distance of 116.04 feet;
Thence North 41°10'44" West a distance of 80.56 feet;
Thence North 00°15'00" West a distance of 534.61 feet to THE TRUE POINT OF BEGINNING.

TRACT C - JEROME COUNTY (VAN STRAALLEN DAIRY)

PARCEL NO. 1
TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 35: W½NW¼

PARCEL NO. 2
TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
JEROME COUNTY, IDAHO

Section 35: NE¼NW¼ SAVE AND EXCEPT the following described parcel of land:

Commencing at the Northeast corner of NW¼ of Section 35 which is the TRUE POINT OF BEGINNING;
Thence North 89°36'26" West, 455.00 feet, along the North boundary of Section 35, to a point on said boundary;
Thence South 0°01'57" East, 49.76 feet, along the line parallel to the East boundary of NW¼ of Section 35, to a point on said line;
Thence South 08°03'47" East, 63.00 feet to a point;
Thence South 23°24'48" East, 98.00 feet to a point;
Thence South 0°01'57" East, 1119.45 feet, along a line parallel to the East boundary of NW¼ of Section 35, to a point on said line and on the South boundary of the NE¼NW¼ of Section 35;
Thence South 89°35'16" East, 407.31 feet along the South boundary of the NE¼NW¼ of Section 35 to a point being the Southeast corner of the NE¼NW¼ of Section 35;
Thence North 0°01'57" West, 1321.32 feet along the East boundary of NW¼ of Section 35 to the TRUE POINT OF BEGINNING.

TRACT D - JEROME COUNTY (AARDEMA PROPERTY)

PARCEL NO. 1

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: Part of the E $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the South $\frac{1}{4}$ corner of Section 2, said corner marked by a $\frac{1}{2}$ inch rebar; Thence North 89°32'27" West along the South line of Section 2 for a distance of 305.48 feet to a $\frac{5}{8}$ inch rebar which shall be THE POINT OF BEGINNING;

Thence North 89°32'27" West along said section line for a distance of 1020.61 feet to a $\frac{5}{8}$ inch rebar at the Southwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 00°07'20" East along the West line of the E $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 480.68 feet to a $\frac{1}{2}$ inch rebar;

Thence South 88°46'58" East for a distance of 392.58 feet to a $\frac{1}{2}$ inch rebar;

Thence South 49°49'25" East for a distance of 175.22 feet to a $\frac{1}{2}$ inch rebar;

Thence South 03°26'46" East for a distance of 43.64 feet to a $\frac{1}{2}$ inch rebar;

Thence South 55°22'17" East for a distance of 171.46 feet to a $\frac{5}{8}$ inch rebar;

Thence South 62°08'42" East for a distance of 180.95 feet to a $\frac{1}{2}$ inch rebar;

Thence South 69°18'09" East for a distance of 202.52 feet to a $\frac{5}{8}$ inch rebar;

Thence South 00°01'31" East for a distance of 70.36 feet to THE POINT OF BEGINNING.

EASEMENT NO. 1

Together with a well and water line easement located in that part of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2, Township 9 South, Range 16 East of the Boise Meridian, described as follows:

Beginning at the South $\frac{1}{4}$ corner of Section 2, said corner marked by a $\frac{1}{2}$ inch rebar; Thence North 89°32'27" West along the South line of Section 2 for a distance of 1326.09 feet to a $\frac{5}{8}$ inch rebar at the Southeast corner of the W $\frac{1}{2}$ SW $\frac{1}{4}$; Thence North 00°07'20" East along the East line of the W $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 228.12 feet to THE POINT OF BEGINNING;

Thence North 89°52'40" West for a distance of 60.00 feet;

Thence North 00°07'20" East for a distance of 60.00 feet;

Thence South 89°52'40" East for a distance of 60.00 feet to the East line of the W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence South 00°07'20" West along said 1/16 section line for a distance of 60.00 feet to THE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the North quarter corner of said Section 11, which shall be the POINT OF BEGINNING;

Thence South 0°00'55" East, along the East boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1320.07 feet to the Southeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 89°41'33" West, along the South boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1325.85 feet to the Southwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 0°01'42" West, 619.49 feet along the Westerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 89°42'33" East, 618.00 feet parallel with the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 0°01'42" West, 700.25 feet parallel with the Westerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point on the Northerly boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 89°42'33" East, along the North boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 708.15 feet to THE POINT OF BEGINNING.

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Hurtado

Term Loan Nos. 201612 and 201515

110309242.3 0053564-00512

Rev. 03.17.2017

SAVE AND EXCEPT THEREFROM easements for road purposes as shown on the recorded plat of Sonnichsen Subdivision and as granted in Warranty Deed recorded August 16, 1977 in Book 197 Deeds Page 3913, as Instrument Number 227486, Jerome County records.

ALSO FURTHER EXCEPTING THEREFROM the following described parcel:

Commencing at the North quarter corner of Section 11; Thence on a bearing of South 0°02'00" East a distance of 770.41 feet along the East boundary of the NE¼NW¼, Section 11 to the centerline of the N 24 Canal and THE REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING and continuing along the East boundary of the NE¼NW¼ on a bearing of South 0°02'00" East a distance of 550.76 feet to the Southeast corner of the said NE¼NW¼;

Thence along the South boundary of the NE¼NW¼ on bearing of North 89°31'55" West a distance of 353.59 feet;

Thence on a bearing of North 0°02'00" West a distance of 29.54 feet to the approximate centerline of the N 24 Canal;

Thence along the approximate centerline of the N 24 Canal the following courses and distances:

North 38°54'11" East, 206.03 feet;

North 27°12'31" East, 101.69 feet;

North 32°24'53" East, 233.01 feet;

North 61°11'25" East, 35.84 feet;

North 21°28'39" East, 57.59 feet to THE REAL POINT OF BEGINNING.

EXHIBIT B

Loan Nos: 201612 and 201215

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

LIST OF SPECIFIC WATER RIGHTS EXISTING COLLATERAL

Idaho Department of Water Resources Water Right No.	Owner
36-7409A	Hurtado Farms, LLC
36-7631A	Hurtado Farms, LLC
36-10135	Hurtado Farms, LLC
36-7847	Hurtado Farms, LLC
36-8396	Hurtado Farms, LLC
36-11402	Hurtado Farms, LLC
36-14755	Hurtado Farms, LLC
47-8228	Hurtado Farms, LLC
47-13938	Hurtado Farms, LLC

ADDITIONAL COLLATERAL

Idaho Department of Water Resources Water Right No.	Owner
36-16504	Hurtado Farms LLC
36-16506	Hurtado Farms LLC
36-16508	Hurtado Farms LLC
36-16510	Hurtado Farms LLC
47-14962	Jesus Hurtado
47-8216	Jesus Hurtado
36-7562C	Hurtado Farms LLC
36-7562D	Hurtado Farms LLC
36-7562E	Hurtado Farms LLC
36-7562F	Hurtado Farms LLC
36-7622A	Hurtado Farms LLC
36-7622B	Hurtado Farms LLC
36-10038	Hurtado Farms LLC
36-10215	Hurtado Farms LLC

EXHIBIT C

Loan Nos: 201612 and 201215

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING

LIST OF SPECIFIC WATER SHARES

EXISTING COLLATERAL

Twin Falls Canal Company:

Certificate No.	Number of Shares
40411	53
40412	28
40413	80
43947	16.85
Total	177.85

ADDITIONAL COLLATERAL

North Side Canal Company:

Certificate No.	Number of Shares
23622	19
28014	107.54
Total	126.54



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

November 3, 2021

METROPOLITAN TOWER LIFE INSURANCE COMPANY
10801 MASTIN ST STE 700
OVERLAND PARK KS 66210-1673

RE: Notice of Security Interest for Water Right No(s): 36-7562C, 36-7562D, 36-7562E, 36-7562F, 36-7622A, 36-7622B, 36-10038, 36-10215, 36-16504, 36-16506, 36-16508, 36-16510, 47-8216 & 47-14962

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. While reviewing this Notice, we discovered the following items:

- Water right no(s). 47-8216 and 47-14962 are currently in the name of John and Susan Reitsma. Mr. Hurtado needs to file a Change in Water Right Ownership to update these records accordingly. I have sent Mr. Hurtado a form, for future use.
- Wells Fargo Financial Leasing and VSD Trust 2016-1 (c/o Trimont Real Estate Advisors) are both listed as security interest holders on 4 of the water rights listed above. The Department can remove security interest holder(s) from water right records *with written authorization from the security interest holder(s)*.
- Water right no(s). 36-7409A, 36-7631A, 36-7847, 36-8396, 36-10135, 36-11402, 36-14755, 47-8228 and 47-13938 are listed on this Notice; however they are duplicate filings. A Notice of Security Interest was previously filed on these water rights and has recently been processed. Copies were sent to all parties under separate cover. A refund in the amount of \$225 has been submitted for processing and will be sent to TitleOne in Jerome, Idaho.

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: Jesus Hurtado, Hurtado Farms LLC
TitleOne, Jerome (File #20371134-4)
Wells Fargo Financial Leasing (36-16504, 36-16506, 36-16508, 36-16510)
VSD Trust 2016-1, c/o Trimont Real Estate Advisors LLC (36-16504, 36-16506,
36-16508, 36-16510)

Maline, Denise

From: Maline, Denise
Sent: Wednesday, November 3, 2021 2:14 PM
To: Invoices
Subject: Refund Request for TitleOne - Jerome
Attachments: Refund Request - TitleOne Jerome (Hurtado).pdf

Good afternoon,

Attached please find a refund request being submitted for processing. Please let me know if there are any questions.

Thank you,

Denise

Denise Maline, Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov

Idaho Department of Water Resources Receipt

Receipt ID: S038653

Payment Amount	\$575.00	Date Received	6/24/2021	Region	SOUTHERN
Payment Type	Check	Check Number	35763		
Payer	TITLEONE				
Comments	NOTICE OF SECURITY INTEREST FROM: METROPOLITAN TOWER LIFE INSURANCE CO. FOR: HURTADO FARMS, LLC/JESUS HURTADO (23) WR#S, 36-7847.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$575.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

9 of the water rights listed on the attachment to this Security Interest have already been processed, via a Notice that was processed 11/2/2021. The fees were covered under receipt # S038531.

Please issue a \$225.00 refund to:

TitleOne

237 N Lincoln Ave

Jerome ID 83338-2324

(208) 324-5613

bm 11-3-2021



TitleOne
a title & escrow co.

237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-5613
Fx. (866) 310-3443
www.titleonecorp.com

RECEIVED
JUN 24 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID 83301

Date: June 22, 2021

Escrow No. 20371134-4

Greetings,

Enclosed please find the following:

- TitleOne Check No. 35763 in the amount of \$575.00 for Notice of Security Interest
- Original executed Notice of Security Interest in a Water Right
- Copy of original executed Mortgage recorded on 06/15/21 as Instrument No. 2021014379, 273413, and 2213485, records of Twin Falls, Gooding, and Jerome Co., ID

Please make the necessary changes to your records to reflect new owner and send a receipted copy to TitleOne, 211 W. 13th St., Burley, ID 83318, Attn: Ashley Martinkus

Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE


Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.
FedEx