

JUL 22 2021

STATE OF IDAHO DEPARTMENT OF
WATER RESOURCESDepartment of Water Resources
Eastern 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.
See attached			

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

METLIFE REAL ESTATE LENDING LLC10801 Mastin Blvd., Suite 700Overland Park, KS 66210

Phone _____

Email _____

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

Brown Alpha II, LLC,
an Idaho limited liability company

5. Expiration Date of Notification Period

April 15, 2031

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NOMetLife Real Estate Lending LLC,
a Delaware limited liability company
By: MetLife Investment Management, LLC,
its investment manager

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

By: Leonides A. Moreno

Title, if applicable

Its: Authorized Signatory and Director**For Office Use Only**

Refund request sent for \$25.00 / 31-7313

Received by JBDate 7/22/2021Receipt No. E047204Fee 1875.-

Processed by AJ _____

Date _____

WR JBDate 12/15/2021

SUPPORT DATA

IN FILE #: 31-2301B

Owner	Idaho Department of Water Resources Water Right No.
Brown Alpha II, LLC	31-7158C
Brown Alpha II, LLC	31-11979
Brown Alpha II, LLC	31-11981
Brown Alpha II, LLC	31-11978
Brown Alpha II, LLC	31-11980
Brown Alpha II, LLC	31-7222B
Brown Alpha II, LLC	31-7038B
Brown Alpha II, LLC	31-7037C
Brown Alpha II, LLC	31-12012
Brown Alpha II, LLC	31-12014
Brown Alpha II, LLC	31-12114
Brown Alpha II, LLC	31-12144
Brown Alpha II, LLC	31-12146

Owner	Idaho Department of Water Resources Water Right No.
Brown Alpha II, LLC	31-7242
Brown Alpha II, LLC	31-12090
Brown Alpha II, LLC	31-12212
Brown Alpha II, LLC	31-12096
Brown Alpha II, LLC	31-11352
Brown Alpha II, LLC	31-12094
Brown Alpha II, LLC	31-12092
Brown Alpha II, LLC	31-12184
Brown Alpha II, LLC	31-12186
Brown Alpha II, LLC	31-12188
Brown Alpha II, LLC	31-12179

Owner	Idaho Department of Water Resources Water Right No.
Brown Alpha II, LLC	31-11784
Brown Alpha II, LLC	31-12183
Brown Alpha II, LLC	31-12185
Brown Alpha II, LLC	31-12187
Brown Alpha II, LLC	31-7313 ?
Brown Alpha II, LLC	31-12142
Brown Alpha II, LLC	31-7373
Brown Alpha II, LLC	31-12106
Brown Alpha II, LLC	31-7127
Brown Alpha II, LLC	31-7423
Brown Alpha II, LLC	31-7202B
Brown Alpha II, LLC	31-12189
Brown Alpha II, LLC	31-12191
Brown Alpha II, LLC	31-7220B
Brown Alpha II, LLC	31-7302B
Brown Alpha II, LLC	31-2301B
Brown Alpha II, LLC	31-7034AA
Brown Alpha II, LLC	31-12205
Brown Alpha II, LLC	31-12207

Owner	Idaho Department of Water Resources Water Right No.
Brown Alpha II, LLC	31-12209
Brown Alpha II, LLC	31-7607
Brown Alpha II, LLC	31-7613
Brown Alpha II, LLC	31-7608
Brown Alpha II, LLC	31-7616
Brown Alpha II, LLC	31-7605
Brown Alpha II, LLC	31-12211
Brown Alpha II, LLC	31-12213
Brown Alpha II, LLC	31-12171
Brown Alpha II, LLC	31-12121
Brown Alpha II, LLC	31-7630
Brown Alpha II, LLC	31-12105
Brown Alpha II, LLC	31-12111
Brown Alpha II, LLC	31-12115
Brown Alpha II, LLC	31-12145
Brown Alpha II, LLC	31-12147
Brown Alpha II, LLC	31-12131
Brown Alpha II, LLC	31-12135
Brown Alpha II, LLC	31-12117
Brown Alpha II, LLC	31-12119
Brown Alpha II, LLC	31-12133
Brown Alpha II, LLC	31-12127
Brown Alpha II, LLC	31-12149
Brown Alpha II, LLC	31-12151
Brown Alpha II, LLC	31-12143
Brown Alpha II, LLC	31-12129
Brown Alpha II, LLC	31-12109
Brown Alpha II, LLC	31-12123
Brown Alpha II, LLC	31-12125
Brown Alpha II, LLC	31-12107
Brown Alpha II, LLC	31-12113
Brown Alpha II, LLC	31-12172

FIRST AMERICAN TITLE
950648-RI

Microfile No. 58448
14 Day Jul 21
At 04 O'Clock 34 M
Clark Co. Recorder Tyson Schwartz
Fee \$45.00
TS Deputy
Recorded at Request of
First American Title - Rigby

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

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

Space above this line for Recorder's Use

Brown Alpha II
Loan No: 201588 and 201589

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

FOR THE PURPOSE OF FACILITATING THE RECORD HEREOF, THIS MORTGAGE HAS BEEN
EXECUTED IN TWO COUNTERPARTS, FOR PURPOSED PF CONCURRENT RECORDING IN CLARK
AND FREMONT COUNTIES, IDAHO.

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 mortgage is dated effective as of June 30, 2021, and is by BROWN ALPHA II, LLC, an Idaho
limited liability company ("Grantor"), to and in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware
limited liability company ("Mortgagee").

Mortgagee has agreed to (i) make its loan no. 201588 in the original principal amount of
\$7,100,000.00 (the "201588 Loan") under the terms and conditions of the Promissory Note by Grantor in
favor of Mortgagee dated as of the date of this mortgage (the "201588 Note"), and (ii) to make its loan no.
201589 in the original principal amount of \$7,100,000.00 (the "201589 Loan") under the terms and
conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage
(the "201589 Note"). The 201588 Loan and the 201589 Loan hereinafter referred to as the "Loans". The
201588 Note and the 201589 Note hereinafter referred to as the Notes.

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Notes and payment and performance of all
other Secured Obligations (defined herein), 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 Clark County and Fremont County, Idaho, and

Brown Alpha II
Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing
Loan No.: 201588 and 201589
109469053.2 0053564-00502

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.

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.

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

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

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

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[ACKNOWLEDGEMENTS OF MORTGAGE]

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

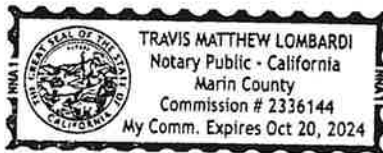
Marin } SS

On June 23, 2021, before me, Travis Matthew Lombardi, NOTARY PUBLIC, personally appeared DANIEL LITTLE 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.

(SEAL)



[Signature]
Notary Public

89°54'17" W. 1695.08 feet to a point of the centerline of said railroad right of way being the real Point of Beginning; thence along said centerline S. 03°36'24" E. 2650.85 feet, more or less, to the East-West centerline of said Section 16.

ALSO: That part of the S½ of said Section 16, lying Westerly of the centerline of the Union Pacific Railroad right of way, said centerline described as follows: Commencing at the SE section corner of said Section 16; thence along the South line of said Section 16, N. 89°59'02" W. 1365.41 feet to a point in the centerline of said railroad right of way, being the real Point of Beginning; thence along said centerline N. 03°36'24" W. 2650.85 feet, more or less, to the East-West centerline of said Section 16.

Section 21: That portion of the N½NE¼ lying East of railroad tracks.

Section 21: W½; that part of the E½ lying West of the Union Pacific Railroad right-of-way; SE¼NE¼; E½SE¼ lying East of the Union Pacific Railroad right-of-way.

EXCEPT from the NW¼NW¼ that portion excepted in the deed from Clark County to Lawrence W. Kidd, recorded February 24, 1940, in Book 11 of Deeds at page 184, records of Clark County, Idaho, described as follows: Beginning at a point on the section line between Section 16 and 21 from which point the section corner common to Sections 16, 17, 20, and 21, Township 9 North, Range 36 E.B.M. bears due West a distance of 50 feet; thence S. 00°02' E. along the East boundary of State Highway No. 91, 1320 feet; thence East along the line common to the boundary line between the NW¼NW¼ and SW¼NW¼, according to United States survey thereof, 200 feet; thence N00°02'W 1320 feet to a point on the section line between Section 16 and 21; thence due West along said section line 200 feet to the point of beginning.

ALSO EXCEPT from said NW¼NW¼ that portion conveyed to Utah Power & Light Company described as follows: Beginning at a point on the North line of said section that is East 200 feet from the East right-of-way line of U.S. Highway No. 191; thence continuing along said North line, N. 89°53' E. 200 feet; thence S. 00°10' E. 300 feet; thence S. 89°53' W. 200 feet; thence N. 00°10' W. 300 feet to the point of beginning.

Section 22: NW¼NW¼; S½NW¼; SW¼

Section 27: W½

ALSO: A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°53'41"E 511.98 FEET; THENCE S07°59'03"W 348.53 FEET; THENCE S43°35'50"W 352.43 FEET; THENCE S73°42'45"W 228.32 FEET; THENCE N00°07'08"E 665.37 FEET TO THE POINT OF BEGINNING.

tangent curve to the left; thence Northerly along said curve having a radius of 1636.31 feet, the chord of which bears N19°36'10"W 382.20 feet, having a central angle of 13°24'49", for an arc a distance of 383.08 feet; thence N26°50'34"W 836.10 feet; thence N67°22'03"E 219.11 feet; thence S79°45'01"E 1001.94 feet; thence S61°09'28"E 994.58 feet; thence S00°00'00"E 533.11 feet; thence N89°58'15"W 199.69 feet to the Point of Beginning.

Township 8 North, Range 38 E.B.M., Fremont County, Idaho

Section 19: S½

Section 30: N½.

Owner	Idaho Department of Water Resources Water Right No.
Brown Alpha II, LLC	31-11784 OK
Brown Alpha II, LLC	31-12183 OK
Brown Alpha II, LLC	31-12185 OK
Brown Alpha II, LLC	31-12187 OK
Brown Alpha II, LLC	31-7313
Brown Alpha II, LLC	31-12142 OK
Brown Alpha II, LLC	31-7373 OK
Brown Alpha II, LLC	31-12106 OK
Brown Alpha II, LLC	31-7127 OK
Brown Alpha II, LLC	31-7423 OK
Brown Alpha II, LLC	31-7202B OK
Brown Alpha II, LLC	31-12189 OK
Brown Alpha II, LLC	31-12191 OK
Brown Alpha II, LLC	31-7220B OK
Brown Alpha II, LLC	31-7302B OK
Brown Alpha II, LLC	31-2301B OK
Brown Alpha II, LLC	31-7034AA OK
Brown Alpha II, LLC	31-12205 OK
Brown Alpha II, LLC	31-12207 OK

Microfile No. 58449
14 Day Jul 21
At 04 O'Clock 34 M
Clark Co. Recorder Tyson Schwartz
Fee \$55.00
TS Deputy
Recorded at Request of
First American Title - Rigby

RECORDING REQUESTED
BY AND WHEN
RECORDED RETURN TO:
MetLife Real Estate Lending LLC
c/o MetLife Investment Management, LLC
205 E. River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Tenant, Western Region

COLLATERAL ASSIGNMENT AND SUBORDINATION OF FARM LEASE

NOTICE: THIS COLLATERAL ASSIGNMENT AND SUBORDINATION OF FARM LEASE
RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING
SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR
LATER SECURITY INSTRUMENT.

DEFINED TERMS

Execution Date: June 30, 2021

Lender or Beneficiary & Address:

MetLife Real Estate Lending LLC, a Delaware limited liability company, and its affiliates, as
applicable

c/o MetLife Investment Management, LLC

205 E. River Park Circle, Suite 430

Fresno, CA 93720

(**Beneficiary** is hereinafter referred to as "**Lender**")

Tenant & Address:

Pasco Farming, Inc.

Attn.: Frank Tiegs

6610 W. Court St.

Pasco, WA 99301

Landlord & Address:

Brown Alpha II, LLC

One Embarcadero Center, Suite 3860

San Francisco, CA 94111

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

under or pursuant to this Agreement shall be deemed to impose any obligation or liability upon Lender to Tenant under or with respect to the Lease or any covenants of Landlord thereunder. Landlord does hereby covenant and warrant to Lender that (i) there has been no prior assignment or transfer of the owner's interest in the Lease or any right, title or interest therein, and (ii) Landlord has not performed any act or executed any instrument which might prevent or limit Lender from proceeding under any of the terms and conditions hereof.

2. Obligations Secured. The obligations secured by this Assignment are the following, which may be discharged by Lender in any order at its discretion: (a) payment of all amounts of principal and interest or other amounts coming due under the Note and/or the Security Instrument, in accordance with the terms and provisions thereof, as well as any renewals, modifications, changes, or extensions thereof; (b) payment of additional sums, and interest thereon, which may hereafter be loaned to Landlord by Lender or Lender's successors or assigns, when evidenced by a promissory note or notes reciting that the same are secured by the Security Instrument, the payment of which additional loans shall be subject to this Agreement only if made to the then owner or owners of record of the leasehold interest in the Property, or any part thereof; and (c) performance and discharge by Landlord of each and every obligation, covenant, promise, and agreement set forth in this Agreement and the Loan Documents.

3. Subordination of Lease. Notwithstanding anything to the contrary set forth in the Lease, the Lease and the interests and estate created thereby and the rights, privileges and powers of the Tenant and the Landlord thereunder shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made and shall at all times remain subject, subordinate and inferior to the Security Instrument and the lien thereof, and all the rights, privileges and powers of the Lender thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The parties acknowledge that Lender would not provide the Loan to Landlord except in reliance upon this subordination.

4. Landlord Covenants. Landlord does hereby agree (i) to perform its obligations under the Lease and, at the sole cost and expense of Landlord, to enforce, short of termination of the Lease, the performance of Tenant's obligations, under the Lease; (ii) without the prior written consent of Lender, not to waive, excuse, condone, or in any manner release or discharge the conditions and agreements to be performed or satisfied by Tenant under the Lease; (iii) without the prior written consent of Lender, not to further assign the Lease or amounts payable thereunder; and (iv) at the sole cost and expense of Landlord, to appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Lease or the obligations, duties, or liabilities of Landlord or Tenant thereunder, and to indemnify Lender against, to hold Lender harmless from, and to pay all costs and expenses of Lender, including but not limited to reasonable attorneys' fees, in any such action or proceeding in which Lender may appear.

5. Lease Default. In the event of any failure by either Landlord or Tenant in the timely performance of their respective obligations under the Lease, the non-defaulting party shall give Lender written notice of such default at Lender's address for notices specified in Section 10 below, and Lender shall be permitted an opportunity (not less than thirty (30) days from receipt of said notice) to cure the default; provided, however, that Lender shall in no event be required to effect any such cure, and any cure by Lender shall not release Landlord or Tenant from any of their respective obligations under the Lease. Lender shall have the right to appear in and defend any action or proceeding purporting to affect the Property or the rights and powers of Lender hereunder. Landlord shall protect, defend, indemnify and

foreclosure, Tenant agrees that it will not exercise any rights it may have to terminate the Lease. Notwithstanding the foregoing, Tenant agrees that such foreclosure or deed in lieu of foreclosure shall operate to cut off, extinguish, and otherwise terminate all liens that Tenant, and those claiming by, through or under Tenant, may now or hereafter have in and to the Property, and Tenant agrees that Lender or any purchaser at a foreclosure sale or grantee of a deed in lieu of foreclosure may terminate the Lease upon foreclosure or conveyance or at any time thereafter without penalty, cost, liability or premium.

10. Notices. All notices under this Agreement shall be deemed to have been properly given if delivered by overnight courier service or mailed by United States certified mail, with return receipt requested, postage prepaid to the party receiving the notice at its address set forth in the Defined Terms (or at such other address as shall be given in writing by such party to the other parties) and shall be deemed complete upon receipt or refusal of delivery.

11. Event of Default. Landlord does hereby acknowledge and agree that any default under, or breach of, any covenant or representation contained in this Agreement by Landlord, which is not cured within ten (10) days after written notice from Lender, shall constitute an Event of Default under the Security Instrument and the other Loan Documents, entitling Lender to exercise any or all of its rights and remedies provided for thereunder. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, and Landlord does hereby agree to indemnify Lender and hold it harmless from and against any and all liabilities, claims, demands, losses, damages, costs, and expenses (including but not limited to attorneys' fees) which Lender may incur under the Lease or under or by reason of this Agreement and of and from any and all claims and demands whatsoever which may be asserted against it by reason or any alleged or actual obligation or undertaking on its part to perform or discharge any of the terms, covenants, or agreements contained in the Lease.

12. Singular Including Plural; Masculine Including Feminine and Neuter. All the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. Governing Law. This Agreement shall be construed and enforced according to, and governed by, the laws of the State of Idaho without reference to conflicts of law provisions which, but for this provision, would require the application of the law of any other jurisdiction.

14. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same Agreement and the signature page of any counterpart may be removed therefrom and attached to any other counterpart.

15. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Agreement shall operate, or would prospectively operate, to invalidate this Agreement, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

LANDLORD:

BROWN ALPHA II, LLC, an Idaho limited liability company

By: **HAPPY VALLEY USA II, L.L.C.**, a Delaware limited liability company, as Managing Member

By: **HOMESTEAD CAPITAL USA FARMLAND FUND II, L.P.**, a Delaware limited partnership, as Managing Member

By: **HOMESTEAD CAPITAL USA FARMLAND FUND II, GP, L.P.**, a Delaware limited partnership, as General Partner

By: **HOMESTEAD CAPITAL USA FARMLAND FUND II UGP, LLC**, a Delaware limited company, as General Partner

By:

A handwritten signature in black ink, appearing to read "Daniel Little", written over a horizontal line.

DANIEL LITTLE

Managing Member

STATE OF WASHINGTON }
COUNTY OF Franklin } ss.

The foregoing instrument was acknowledged before me, a notary public, this 6th
day of July, 2021, by Frank Tiegs, as President
of PASCO FARMING, INC., a Washington corporation.



Teresa M. Fritz
NOTARY PUBLIC
My Commission Expires: 4-29-22

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

EXHIBIT A
Legal Description

Clark County and Fremont County, Idaho

CLARK COUNTY PROPERTY

TRACT A: (Beaver Creek Farmland)

Township 9 North, Range 36 E.B.M., Clark County, Idaho

Section 9: ALL, lying West of the Union Pacific Railroad right of way and South and East of Old Highway #91.

Section 15: That portion of the NW $\frac{1}{4}$ described as follows: Starting at the NW corner of said Section 15, and running thence S. along the common section line between Sections 15 and 16 (assumed bearing = S. 0° E.) An approximate distance of 884 feet to a point in an existing corral fence separating animal corrals from an adjacent potato field with circular, rotary sprinkling system, which point is the True Point of Beginning; thence approximately S. 63° E. along an existing fence line an approximate distance of 737 feet; thence S. 53° E. along an existing fence line an approximate distance of 416 feet; thence approximately S. 32° E. an approximate distance of 525 feet to the $\frac{1}{4}$ - $\frac{1}{4}$ section line between the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15; thence S. along said line approximately 673 feet to the SE corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15; thence W. along the $\frac{1}{4}$ section line to the SW corner of the NW $\frac{1}{4}$ of said Section 15; thence N. along the section line to the True Point of Beginning.

Section 15: W $\frac{1}{2}$ SW $\frac{1}{4}$; West 251 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 16: That portion of the E $\frac{1}{2}$ of the Section lying East of the centerline of the Union Pacific Railroad tracks, described as follows: Beginning at the NE section corner of Section 16; thence S. 0°02' E. along the East Section line of said Section 16 a distance of 5288.77 feet to the SE section corner of said Section 16; thence N. 89°59'02" W. along the South line of Section 16 a distance of 1365.41 feet to a point in the centerline of the Union Pacific Railroad right of way; thence N. 3°36'24" W. along said centerline of the Union Pacific Railroad a distance of 5310.70 feet to the North Section line of said Section 16; thence S. 89°54'17" E. a distance of 1695.85 feet to the NE corner of said Section 16 with said corner being the original Point of Beginning. EXCEPTING THEREFROM the N. 884 feet of that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 16 lying between the centerline of the Union Pacific Railroad Tracks and the common (North-South) Section line between Sections 16 and 15.

Section 16: That part of the N $\frac{1}{2}$ of said Section 16, lying Westerly of the centerline of the Union Pacific Railroad right of way, said centerline described as follows: Commencing at the NE section corner of said Section 16; thence along the North line of said Section 16, N. 89°54'17" W. 1695.08 feet to a point of the centerline of said railroad right of way being the real Point of Beginning; thence along said centerline S. 03°36'24" E. 2650.85 feet, more or less, to the East-West centerline of said Section 16.

Section 28: E $\frac{1}{2}$ East of the Railroad right of way; NW $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$ East of the Railroad right of way

Section 34: N $\frac{1}{2}$ NW $\frac{1}{4}$

FREMONT COUNTY PROPERTY

TRACT B: (Big Grassy Farmland)

Township 8 North, Range 38 E.B.M., Fremont County, Idaho

Section 20: SE $\frac{1}{4}$

Section 21: S $\frac{1}{2}$

Section 22: N $\frac{1}{2}$

Section 29: N $\frac{1}{2}$

Section 32: NW $\frac{1}{4}$

TRACT C: (Burk Farmland)

Township 8 North, Range 37 E.B.M., Fremont County, Idaho

Section 23: E $\frac{1}{2}$, Less the West 600 feet of the NE $\frac{1}{4}$.

Section 24: ALL,

EXCEPT: Beginning at the Southeast corner of the SW $\frac{1}{4}$ of said Section 24, and running thence North 250 feet along the East line of the SW $\frac{1}{4}$; thence West 400 feet; thence South 250 feet to the South line of said Section 24; thence East 400 feet along the South line of said Section 24 to the point of beginning.

ALSO EXCEPTING THEREFROM part of Section 24, Township 8 North, Range 37 E.B.M., Fremont County, Idaho described as:

Commencing at the W $\frac{1}{4}$ Corner of said Section 24; thence N 89°55'54" E 653.34 feet along the East West Center of Section line; thence N 00°00'00" E 56.64 feet to the Point of Beginning; thence N 00°00'00" E 2581.51 feet to North line of Section 24; thence N 89°55'29" E 1978.80 feet to the N $\frac{1}{4}$ Corner of said Section 24; thence S 89°47'36" E 2625.96 feet to the NE Corner of Section 24; thence S 00°12'20" E 2625.81 feet to the East $\frac{1}{4}$ Corner of Section 24; thence S 89°55'57" W 2628.34 feet along the East West Center Section line to the Center of Section 24; thence S 87°07'39" W 60.31 feet; thence N 79°09'32" W 826.82 feet; thence S 84°57'29" W 1117.85 feet to the Point of Beginning.

Section 25: The E $\frac{1}{2}$ NE $\frac{1}{4}$, and all that portion of the W $\frac{1}{2}$ NE $\frac{1}{4}$ lying North and East of a line running from the N $\frac{1}{4}$ corner to the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$.

EXCEPTING a parcel of land lying in the NE $\frac{1}{4}$ of Section 25, Township 8 North, Range 37 East of the Boise Meridian and the SWNW of Section 30, Township 8 North, Range 38 East of the Boise Meridian, Fremont County, Idaho described as follows:

FIRST AMERICAN TITLE
950648-RI

Instrument No. 588176
14 Day Jul 2021
At 04 O'Clock 26 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$45.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

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

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

Space above this line for Recorder's Use

Brown Alpha II
Loan No: 201588 and 201589

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

FOR THE PURPOSE OF FACILITATING THE RECORD HEREOF, THIS MORTGAGE HAS BEEN
EXECUTED IN TWO COUNTERPARTS, FOR PURPOSED PF CONCURRENT RECORDING IN CLARK
AND FREMONT COUNTIES, IDAHO.

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 mortgage is dated effective as of June 30, 2021, and is by BROWN ALPHA II, LLC, an Idaho
limited liability company ("**Grantor**"), to and in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware
limited liability company ("**Mortgagee**").

Mortgagee has agreed to (i) make its loan no. 201588 in the original principal amount of
\$7,100,000.00 (the "**201588 Loan**") under the terms and conditions of the Promissory Note by Grantor in
favor of Mortgagee dated as of the date of this mortgage (the "**201588 Note**"), and (ii) to make its loan no.
201589 in the original principal amount of \$7,100,000.00 (the "**201589 Loan**") under the terms and
conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage
(the "**201589 Note**"). The 201588 Loan and the 201589 Loan hereinafter referred to as the "**Loans**". The
201588 Note and the 201589 Note hereinafter referred to as the Notes.

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Notes and payment and performance of all
other Secured Obligations (defined herein), 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 Clark County and Fremont County, Idaho, and

Brown Alpha II

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

Loan No.. 201588 and 201589

109469053.2 0053564-00502

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.

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.

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

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

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

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[ACKNOWLEDGEMENTS OF MORTGAGE]

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.

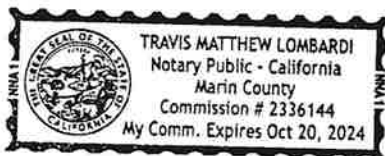
STATE OF CALIFORNIA)
COUNTY OF Marin) SS

On June 23, 2021, before me, Travis Matthew Lombardi, NOTARY PUBLIC, personally appeared DANIEL LITTLE 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.

(SEAL)




Notary Public

89°54'17" W. 1695.08 feet to a point of the centerline of said railroad right of way being the real Point of Beginning; thence along said centerline S. 03°36'24" E. 2650.85 feet, more or less, to the East-West centerline of said Section 16.

ALSO: That part of the S½ of said Section 16, lying Westerly of the centerline of the Union Pacific Railroad right of way, said centerline described as follows: Commencing at the SE section corner of said Section 16; thence along the South line of said Section 16, N. 89°59'02" W. 1365.41 feet to a point in the centerline of said railroad right of way, being the real Point of Beginning; thence along said centerline N. 03°36'24" W. 2650.85 feet, more or less, to the East-West centerline of said Section 16.

Section 21: That portion of the N½NE¼ lying East of railroad tracks.

Section 21: W½; that part of the E½ lying West of the Union Pacific Railroad right-of-way; SE¼NE¼; E½SE¼ lying East of the Union Pacific Railroad right-of-way.

EXCEPT from the NW¼NW¼ that portion excepted in the deed from Clark County to Lawrence W. Kidd, recorded February 24, 1940, in Book 11 of Deeds at page 184, records of Clark County, Idaho, described as follows: Beginning at a point on the section line between Section 16 and 21 from which point the section corner common to Sections 16, 17, 20, and 21, Township 9 North, Range 36 E.B.M. bears due West a distance of 50 feet; thence S. 00°02' E. along the East boundary of State Highway No. 91, 1320 feet; thence East along the line common to the boundary line between the NW¼NW¼ and SW¼NW¼, according to United States survey thereof, 200 feet; thence N00°02'W 1320 feet to a point on the section line between Section 16 and 21; thence due West along said section line 200 feet to the point of beginning.

ALSO EXCEPT from said NW¼NW¼ that portion conveyed to Utah Power & Light Company described as follows: Beginning at a point on the North line of said section that is East 200 feet from the East right-of-way line of U.S. Highway No. 191; thence continuing along said North line, N. 89°53' E. 200 feet; thence S. 00°10' E. 300 feet; thence S. 89°53' W. 200 feet; thence N. 00°10' W. 300 feet to the point of beginning.

Section 22: NW¼NW¼; S½NW¼; SW¼

Section 27: W½

ALSO: A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°53'41"E 511.98 FEET; THENCE S07°59'03"W 348.53 FEET; THENCE S43°35'50"W 352.43 FEET; THENCE S73°42'45"W 228.32 FEET; THENCE N00°07'08"E 665.37 FEET TO THE POINT OF BEGINNING.

tangent curve to the left; thence Northerly along said curve having a radius of 1636.31 feet, the chord of which bears N19°36'10"W 382.20 feet, having a central angle of 13°24'49", for an arc a distance of 383.08 feet; thence N26°50'34"W 836.10 feet; thence N67°22'03"E 219.11 feet; thence S79°45'01"E 1001.94 feet; thence S61°09'28"E 994.58 feet; thence S00°00'00"E 533.11 feet; thence N89°58'15"W 199.69 feet to the Point of Beginning.

Township 8 North, Range 38 E.B.M., Fremont County, Idaho

Section 19: S½

Section 30: N½.

Owner	Idaho Department of Water Resources Water Right No.
Brown Alpha II, LLC	31-11784
Brown Alpha II, LLC	31-12183
Brown Alpha II, LLC	31-12185
Brown Alpha II, LLC	31-12187
Brown Alpha II, LLC	31-7313
Brown Alpha II, LLC	31-12142
Brown Alpha II, LLC	31-7373
Brown Alpha II, LLC	31-12106
Brown Alpha II, LLC	31-7127
Brown Alpha II, LLC	31-7423
Brown Alpha II, LLC	31-7202B
Brown Alpha II, LLC	31-12189
Brown Alpha II, LLC	31-12191
Brown Alpha II, LLC	31-7220B
Brown Alpha II, LLC	31-7302B
Brown Alpha II, LLC	31-2301B
Brown Alpha II, LLC	31-7034AA
Brown Alpha II, LLC	31-12205
Brown Alpha II, LLC	31-12207

Instrument No. 588177
14 Day Jul 2021
At 04 O'Clock 26 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$58.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

RECORDING REQUESTED
BY AND WHEN
RECORDED RETURN TO:
MetLife Real Estate Lending LLC
c/o MetLife Investment Management, LLC
205 E. River Park Circle, Suite 430
Fresno, CA 93720
Attn: Loan Tenant, Western Region

COLLATERAL ASSIGNMENT AND SUBORDINATION OF FARM LEASE

NOTICE: THIS COLLATERAL ASSIGNMENT AND SUBORDINATION OF FARM LEASE
RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING
SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR
LATER SECURITY INSTRUMENT.

DEFINED TERMS

Execution Date: June 30, 2021

Lender or Beneficiary & Address:

MetLife Real Estate Lending LLC, a Delaware limited liability company, and its affiliates, as
applicable

c/o MetLife Investment Management, LLC

205 E. River Park Circle, Suite 430

Fresno, CA 93720

(Beneficiary is hereinafter referred to as "Lender")

Tenant & Address:

Pasco Farming, Inc.

Attn.: Frank Tiegs

6610 W. Court St.

Pasco, WA 99301

Landlord & Address:

Brown Alpha II, LLC

One Embarcadero Center, Suite 3860

San Francisco, CA 94111

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

under or pursuant to this Agreement shall be deemed to impose any obligation or liability upon Lender to Tenant under or with respect to the Lease or any covenants of Landlord thereunder. Landlord does hereby covenant and warrant to Lender that (i) there has been no prior assignment or transfer of the owner's interest in the Lease or any right, title or interest therein, and (ii) Landlord has not performed any act or executed any instrument which might prevent or limit Lender from proceeding under any of the terms and conditions hereof.

2. Obligations Secured. The obligations secured by this Assignment are the following, which may be discharged by Lender in any order at its discretion: (a) payment of all amounts of principal and interest or other amounts coming due under the Note and/or the Security Instrument, in accordance with the terms and provisions thereof, as well as any renewals, modifications, changes, or extensions thereof; (b) payment of additional sums, and interest thereon, which may hereafter be loaned to Landlord by Lender or Lender's successors or assigns, when evidenced by a promissory note or notes reciting that the same are secured by the Security Instrument, the payment of which additional loans shall be subject to this Agreement only if made to the then owner or owners of record of the leasehold interest in the Property, or any part thereof; and (c) performance and discharge by Landlord of each and every obligation, covenant, promise, and agreement set forth in this Agreement and the Loan Documents.

3. Subordination of Lease. Notwithstanding anything to the contrary set forth in the Lease, the Lease and the interests and estate created thereby and the rights, privileges and powers of the Tenant and the Landlord thereunder shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made and shall at all times remain subject, subordinate and inferior to the Security Instrument and the lien thereof, and all the rights, privileges and powers of the Lender thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The parties acknowledge that Lender would not provide the Loan to Landlord except in reliance upon this subordination.

4. Landlord Covenants. Landlord does hereby agree (i) to perform its obligations under the Lease and, at the sole cost and expense of Landlord, to enforce, short of termination of the Lease, the performance of Tenant's obligations, under the Lease; (ii) without the prior written consent of Lender, not to waive, excuse, condone, or in any manner release or discharge the conditions and agreements to be performed or satisfied by Tenant under the Lease; (iii) without the prior written consent of Lender, not to further assign the Lease or amounts payable thereunder; and (iv) at the sole cost and expense of Landlord, to appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Lease or the obligations, duties, or liabilities of Landlord or Tenant thereunder, and to indemnify Lender against, to hold Lender harmless from, and to pay all costs and expenses of Lender, including but not limited to reasonable attorneys' fees, in any such action or proceeding in which Lender may appear.

5. Lease Default. In the event of any failure by either Landlord or Tenant in the timely performance of their respective obligations under the Lease, the non-defaulting party shall give Lender written notice of such default at Lender's address for notices specified in Section 10 below, and Lender shall be permitted an opportunity (not less than thirty (30) days from receipt of said notice) to cure the default; provided, however, that Lender shall in no event be required to effect any such cure, and any cure by Lender shall not release Landlord or Tenant from any of their respective obligations under the Lease. Lender shall have the right to appear in and defend any action or proceeding purporting to affect the Property or the rights and powers of Lender hereunder. Landlord shall protect, defend, indemnify and

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

hold Lender harmless from and against any and all losses, damages, claims, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and expenses) incurred in connection with any such actions or measures taken by Lender or otherwise incurred in the exercise of any other rights or remedies of Lender under this Agreement. Landlord does hereby agree that all sums so expended by Lender in curing any default by Landlord or Tenant, or in appearing in or defending any action or proceeding, or in taking any other action permitted hereby, in each case together with interest thereon at the Default Interest Rate (as defined in the Note) shall be added to the outstanding principal balance due and owing under the Note and shall be immediately due and payable and shall be secured by the Security Instrument and any other security held for the Loan.

6. Loan Default. In the event of failure on the part of Landlord to perform its obligations hereunder or if an Event of Default (as defined in the Security Instrument) occurs under any Loan Document, then, without regard for the adequacy of the security for the Loan, Lender shall have the right (but not the obligation) to (i) take possession of the Property and exercise and enjoy all right, title and interest of Landlord under the Lease; (ii) whether or not possession of the Property is taken, to receive all funds, issues, and profits under the Lease and apply the same (less costs and expenses of collection, including reasonable attorneys' fees, and taking possession of and operating the Property) upon any indebtedness due under the Note or the other Loan Documents whether or not then due and in such order as Lender may determine; (iii) enforce or terminate the Lease; and (iv) do any acts which Lender deems proper to protect the Property or Lender's security interest therein or lien thereon, and thereupon and without further notice to Landlord. Landlord shall not have any further rights under the Lease which conflict with, impair, or interfere with any rights of Lender hereunder. Neither Lender's entering upon and taking possession of the Property nor the exercise of any of the aforesaid remedies shall cure or waive any default on the part of Landlord or waive, modify or affect any notice of default under the Loan Documents or invalidate any act done pursuant to such notice.

7. Lease Modification. Landlord and Tenant agree not to modify or terminate the Lease without the prior written consent of Lender.

8. Tenant Representations and Warranties. Tenant represents and warrants that (a) the Lease is in full force and effect and has not been modified, amended or assigned except as described herein, (b) neither Tenant nor Landlord is in default under any of the terms, covenants or provisions of the Lease, and there is no event which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, (c) neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease, (d) all sums currently due and payable to the Tenant under the Lease have been paid in full, (e) Tenant has no option or other right to lease or purchase all or any part of the Property, and (f) as of the date of this Agreement, no offsets, counterclaims or defenses of Tenant under the Lease exist against Landlord, and no events have occurred that, with the passage of time or the giving of notice, or both, would constitute a basis for offsets, counterclaims, or defenses against Landlord.

9. Lease Termination. If an Event of Default occurs under the Security Instrument or any of the other Loan Documents (i) Tenant at the written request of Lender shall continue performance under the Lease in accordance with the terms thereof, and (ii) the Lease may, at the option of Lender, be terminated immediately upon written notice by Lender to Landlord and Tenant without penalty, cost, liability or premium to Lender, notwithstanding anything set forth in the Lease to the contrary. In the event of any sale of the Property pursuant to foreclosure of the Security Instrument, or a deed in lieu of

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

16. Reconveyance. Upon reconveyance of the Security Instrument (or a release of the Property from the lien thereof), this Agreement shall become void and of no effect. Any and all indemnities, covenants and agreements contained herein shall survive the termination of this Agreement and the repayment of the Loan.

17. Successors. This Agreement shall inure to the benefit of Lender, its successors and assigns, and shall bind the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment and Subordination of Farm Lease as of the Execution Date.

IT IS RECOMMENDED THAT THE PARTIES CONSULT WITH THEIR ATTORNEYS PRIOR TO THE EXECUTION OF THIS AGREEMENT.

LENDER/BENEFICIARY:

Metlife Real Estate Lending LLC, a Delaware limited liability company

By: MetLife Investment Management, LLC,
its investment manager

By: _____

Name: _____

Its: Authorized Signatory
and [Director/Managing Director]

TENANT:

PASCO FARMING, INC.

By: Frank Tiegs

Name: FRANK TIEGS

Its: PRESIDENT

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)
)ss.
COUNTY OF Fresno)

On June 22, 2021, before me, Erin E Thurpe, a Notary Public, personally appeared Leonides A. Moreno, 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.

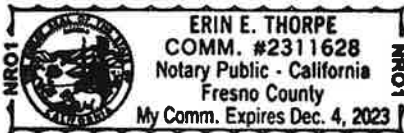
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature:

Ann E. Thorpe
Notary Public



Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607 | 0053564-00502

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 Marin)ss.
)

On June 23, 2021, before me, Travis Matthew Lombardi, a Notary Public, personally appeared Daniel Little, 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.

(SEAL)



Signature: [Handwritten Signature]
Notary Public

Assignment and Subordination of Farm Lease
Pasco Farming, Inc.
Brown Alpha II
Loan Nos. 201588 & 201589
109938607.1 0053564-00502

ALSO: That part of the S $\frac{1}{2}$ of said Section 16, lying Westerly of the centerline of the Union Pacific Railroad right of way, said centerline described as follows: Commencing at the SE section corner of said Section 16; thence along the South line of said Section 16, N. 89°59'02" W. 1365.41 feet to a point in the centerline of said railroad right of way, being the real Point of Beginning; thence along said centerline N. 03°36'24" W. 2650.85 feet, more or less, to the East-West centerline of said Section 16.

Section 21: That portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ lying East of railroad tracks.

Section 21: W $\frac{1}{2}$; that part of the E $\frac{1}{2}$ lying West of the Union Pacific Railroad right-of-way; SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$ lying East of the Union Pacific Railroad right-of-way.

EXCEPT from the NW $\frac{1}{4}$ NW $\frac{1}{4}$ that portion excepted in the deed from Clark County to Lawrence W. Kidd, recorded February 24, 1940, in Book 11 of Deeds at page 184, records of Clark County, Idaho, described as follows: Beginning at a point on the section line between Section 16 and 21 from which point the section corner common to Sections 16, 17, 20, and 21, Township 9 North, Range 36 E.B.M. bears due West a distance of 50 feet; thence S. 00°02' E. along the East boundary of State Highway No. 91, 1320 feet; thence East along the line common to the boundary line between the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$, according to United States survey thereof, 200 feet; thence N00°02'W 1320 feet to a point on the section line between Section 16 and 21; thence due West along said section line 200 feet to the point of beginning.

ALSO EXCEPT from said NW $\frac{1}{4}$ NW $\frac{1}{4}$ that portion conveyed to Utah Power & Light Company described as follows: Beginning at a point on the North line of said section that is East 200 feet from the East right-of-way line of U.S. Highway No. 191; thence continuing along said North line, N. 89°53' E. 200 feet; thence S. 00°10' E. 300 feet; thence S. 89°53' W. 200 feet; thence N. 00°10' W. 300 feet to the point of beginning.

Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

Section 27: W $\frac{1}{2}$

ALSO: A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 36 EAST OF THE BOISE MERIDIAN, CLARK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°53'41"E 511.98 FEET; THENCE S07°59'03"W 348.53 FEET; THENCE S43°35'50"W 352.43 FEET; THENCE S73°42'45"W 228.32 FEET; THENCE N00°07'08"E 665.37 FEET TO THE POINT OF BEGINNING.

Commencing at the Southeast Corner of said Section 25; thence N00°12'20"W 2642.51 feet to the Point of Beginning; thence N89°58'15"W 1353.93 feet, to the point of a non-tangent curve to the left; thence Northerly along said curve having a radius of 1636.31 feet, the chord of which bears N19°36'10"W 382.20 feet, having a central angle of 13°24'49", for an arc a distance of 383.08 feet; thence N26°50'34"W 836.10 feet; thence N67°22'03"E 219.11 feet; thence S79°45'01"E 1001.94 feet; thence S61°09'28"E 994.58 feet; thence S00°00'00"E 533.11 feet; thence N89°58'15"W 199.69 feet to the Point of Beginning.

Township 8 North, Range 38 E.B.M., Fremont County, Idaho

Section 19: S½

Section 30: N½.



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 15, 2021

METLIFE REAL ESTATE LENDING LLC
C/O METLIFE INVESTMENT MANAGEMENT LLC
10801 MASTIN BLVD STE 700
OVERLAND PARK KS 66210-1673

RE: Notice of Security Interest for Water Right/Permit No(s): 31-7158C, 31-11979, 31-11981, 31-11978, 31-11980, 31-7222B, 31-7038B, 31-7037C, 31-12012, 31-12014, 31-12114, 31-12144, 31-12146, 31-7242, 31-12090, 31-12212, 31-12096, 31-11352, 31-12094, 31-12092, 31-12184, 31-12186, 31-12188, 31-12179, 31-11784, 31-12183, 31-12185, 31-12187, 31-7313 (Not Complete), 31-12142, 31-7373, 31-12106, 31-7127, 31-7423, 31-7202B, 31-12189, 31-12191, 31-7220B, 31-7302B, 31-2301B, 31-7034AA, 31-12205, 31-12207, 31-12209, 31-7607, 31-7613, 31-7606, 31-7616, 31-7605, 31-12211, 31-12213, 31-12171, 31-12121, 31-7630, 31-12105, 31-12111, 31-12115, 31-12145, 31-12147, 31-12131, 31-12135, 31-12117, 31-12119, 31-12133, 31-12127, 31-12149, 31-12151, 31-12143, 31-12129, 31-12109, 31-12123, 31-12125, 31-12107, 31-12113, 31-12172

Dear Security Interest Holder:

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

Please note the security interest was not added to 31-7313, the current owner of that water right is Brian Vandersloot and according to the legal description Brown Alpha's property boundary went around that property. If you believe this is an error please supply an ownership change, evidence of ownership and filing fee for that water right and submit it along with the security interest. Because the department did not complete that portion of this application you are entitled to a \$25.00 refund. The refund has been initiated and will arrive from the state office in couple of weeks.

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: BROWN ALPHA II LLC
AXA EQUITABLE LIFE INSURANCE CO

Barg, Jonie

From: Barg, Jonie
Sent: Wednesday, December 15, 2021 3:03 PM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt.PDF

Good afternoon!

I have a refund request as follows:

Receipt number: E047204
Amount: \$25.00
Payable to: FIRST AMERICAN TITLE CO
PO BOX 307
REXBURG ID 83440

On the refund maybe let First American know it is for a security interest for MetLife Real Estate Lending LLC/Brown Alpha II Instrument numbers 58448, 58449, 588176, 588177

Reason: Security Interest filed for several water rights. One could not be complete. Therefore the Applicant is entitled to a \$25.00 refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Barg | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 4, 2021

METLIFE REAL ESTATE LENDING LLC
10801 MASTIN BLVD STE 700
OVERLAND PARK KS 66210

RE: Security Interest in Water Right No. see attached

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Security Interest.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Security Interest:** Please supply a copy of the recorded Deed of Trust or Mortgage or other legal document indicating your interest in the water rights.

Because the Department cannot process the security interest without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

SCANNED

AUG 05 2021