

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
FEB 05 2021
Department 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.
35-2399 <i>OK</i>	35-2136D <i>OK</i>	35-2367 <i>OK</i>	
35-2573 <i>OK</i>	35-2179E <i>OK</i>	35-2157 <i>OK</i>	
35-7263 <i>OK</i>	35-2137 <i>OK</i>	35-2158A <i>OK</i>	
35-8725 <i>OK</i>	35-2331 <i>OK</i>	35-2765 <i>* OK</i>	
35-2136C <i>OK</i>	35-2349 <i>OK</i>		

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

RaboAgrifinance

14767 N Outer Road Suite 400

Chesterfield MO 63017

Phone 314-317-8000

Email jene.oneal@raboag.com

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

Gardner Farms

5. Expiration Date of Notification Period

2/1/2024

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Ron Alul

Title, if applicable

Vice President

**Included in legal description however owned by DCase LLC + D Cooper LLC appears to have been sold to them by Gardner Farms. Question ownership?*

For Office Use Only

Received by *JB*

Date *2/5/2021*

Receipt No. *E046614*

Fee *\$350.-*

Processed by AJ

Date

WR *JB*

Date *2/5/2021*

SUPPORT DATA

35-2136C

Instrument # 727482

BINGHAM COUNTY, IDAHO
2021-01-26 09:30:55 AM No. of Pages: 28
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$91.00
Ex-Officio Recorder Deputy JPulley
Index To: EXTENSION/AMEND/MOD AGREE
Electronically Recorded by Simplifile

548631

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Bingham County, Idaho)

Real Estate Term Loan: 10915700
Line of Credit: 22105354 (10915800)

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Agreement") is made as of December 8, 2020 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and GARDNER FARMS, an Idaho general partnership ("Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Real Estate Term Loan Note dated January 17, 2014 in the original principal amount of \$3,750,000.00, from Borrower to Lender (ii) the Line of Credit Note dated December 20, 2013, from Borrower to Lender (Real Estate Term Loan Note and Line of Credit Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company ("D. C. Farms Limited Liability Company"), GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company ("Golden Sunset Equipment"), RISING RIVER ENTERPRISES, an Idaho general partnership ("Rising River Enterprises"), RJ CATTLE, LLC, an Idaho limited liability company ("RJ Cattle"), L. GARDNER, LLC, an Idaho limited liability company ("L. Gardner, LLC"), GARDNER FARMS, an Idaho general partnership ("Gardner Farms"), D. COOPER, LLC, an Idaho limited liability company ("D. Cooper, LLC"), DBC RISING RIVER, LLC, an Idaho limited liability company ("DBC Rising River, LLC"), JSC RISING RIVER, LLC, an Idaho limited liability company ("JSC Rising River, LLC"), D. CASE, LLC, an Idaho limited liability company ("D. Case, LLC"), DJC RISING RIVER, LLC, an Idaho limited liability company ("DJC Rising River, LLC"), RMC RISING RIVER, LLC, an Idaho limited liability company ("RMC Rising River"), DAVID BRENT COOPER ("David Cooper"), JAMIE SUE COOPER ("Jamie Cooper"), DOUGLAS JASON CASE ("Douglas Case") and ROBYN MICHELLE CASE ("Robyn Case") (individually and collectively, "Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated June 4, 2015 executed by Grantor to Lender and recorded on June 29, 2015 in Bingham County, Idaho as Instrument No. 668367 in the records of Bingham County, Idaho; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the Amended and Restated Credit Agreement and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the Amended and Restated Credit Agreement and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the Amended and Restated Credit Agreement constitutes a good and valid lien on the collateral described in the Mortgage to secure the Amended and Restated Credit

548631

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

E-RECORDED

simplifile

ID

727482

County:

Bingham

Date:

1-26-2021

Time:

9:30 am

Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Bingham County, Idaho)

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Line of Credit: 22105354 (10915800)

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WITNESSETH:

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WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the Amended and Restated Credit Agreement and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the Amended and Restated Credit Agreement and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the Amended and Restated Credit Agreement constitutes a good and valid lien on the collateral described in the Mortgage to secure the Amended and Restated Credit

Agreement and Note.

3. **The Fifth Paragraph of the Mortgage is hereby amended and replaced in its entirety as follows:**

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Bingham County, Idaho, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases") including the leases described in EXHIBIT B; (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (l) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (q) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (r) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (s) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (t) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the

foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

4. Exhibit B to the Mortgage is hereby amended and replaced in its entirety with Exhibit B attached hereto as if it was originally attached to the Mortgage in all respects.
5. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
6. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
7. **WAIVER OF PRIOR CLAIMS.** MORTGAGOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION
8. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to the Mortgage to be duly executed as of the day and year first above written.

LENDER

Address for notices:

14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attention: Loan Closing Department

RABO AGRIFINANCE LLC f/k/a RABO AGRIFINANCE, INC.

By: _____

Name: Larry Pitcher

Title: VP

STATE OF MISSOURI Idaho }

COUNTY OF Bonneville } ss

On this 6th day of January, in the year of 2021, before me, Kayleen Shaw, a Notary Public in and for said state, personally appeared Larry Pitcher, Sr. VP (title), of RABO AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

Official signature and official seal of notary: _____

My Commission
Expires: 8-21-2026



Address for Notices:
578 North 100 West
Blackfoot, ID 83221

GRANTOR

GARDNER FARMS, an Idaho general partnership

By: L. GARDNER, LLC, an Idaho limited liability company, as
Managing Partner

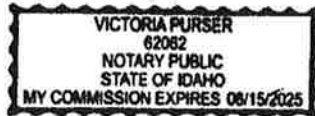
By: Lance I. Gardner
LANCE I. GARDNER
Member

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared LANCE I. GARDNER, known or identified to me (or proved to me on the oath of _____), to be the Member of L. GARDNER, LLC, an Idaho limited liability company, as Managing Partner of GARDNER FARMS, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL)



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

CONSENTED TO BY BORROWER

D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company (a/k/a DC Farms, LLC and D.C. Farms Limited Liability Company)

By: David Cooper
DAVID COOPER
Manager

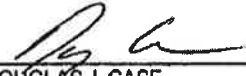
By: Doug Case
DOUG CASE
Manager

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company

By: 

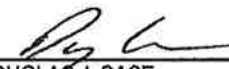
DAVID B. COOPER
Member

By: 

DOUGLAS J. CASE
Member

RISING RIVER ENTERPRISES, an Idaho general partnership

By: DJC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 

DOUGLAS J. CASE
Member

By: DBC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 

DAVID B. COOPER
Member

By: RMC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 

ROBYN M. CASE
Member

By: JSC RISING RIVER, LLC, an Idaho limited liability company, as Partner

By: 

JAMIE S. COOPER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

RJ CATTLE, LLC, an Idaho limited liability company

By: DBC RISING RIVER, LLC, an Idaho limited liability company,
as Managing Member

By: 
DAVID B. COOPER
Managing Member

By: DJC RISING RIVER, LLC, an Idaho limited liability company,
as Managing Member

By: 
DOUGLAS J. CASE
Managing Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

L. GARDNER, LLC, an Idaho limited liability company

By: 
LANCE I. GARDNER
Member

GARDNER FARMS, an Idaho general partnership

By: L. GARDNER, LLC, an Idaho limited liability company,
as Managing Partner

By: 
LANCE I. GARDNER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

D. COOPER, LLC, an Idaho limited liability company

By: 
DAVID COOPER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

DBC RISING RIVER, LLC, an Idaho limited liability company

By: 
DAVID B. COOPER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

JSC RISING RIVER, LLC, an Idaho limited liability company

By: 
JAMIE S. COOPER
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

D. CASE, LLC, an Idaho limited liability company

By: 
DOUG CASE
Member

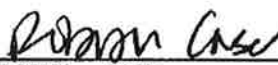
Address for Notices:
578 North 100 West
Blackfoot, ID 83221

DJC RISING RIVER, LLC, an Idaho limited liability company

By: 
DOUGLAS J. CASE
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221

RMC RISING RIVER, LLC, an Idaho limited liability company

By: 
ROBYN M. CASE
Member

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



DAVID BRENT COOPER (a/k/a David B. Cooper and David Cooper)

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



JAMIE SUE COOPER (a/k/a Jamie S. Cooper and Jamie Cooper)

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



DOUGLAS JASON CASE (a/k/a Douglas J. Case, Douglas Case,
Doug Case and Doug J. Case)

Address for Notices:
578 North 100 West
Blackfoot, ID 83221



ROBYN MICHELLE CASE (a/k/a Robyn M. Case and Robyn Case)

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID COOPER, known or identified to me (or proved to me on the oath of _____), to be the Manager of D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

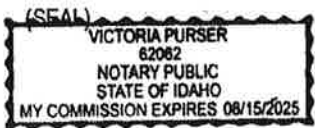
Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUG CASE, known or identified to me (or proved to me on the oath of _____), to be the Manager of D.C. FARMS LIMITED LIABILITY COMPANY, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

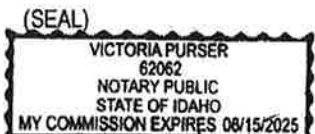
Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of GOLDEN SUNSET EQUIPMENT, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



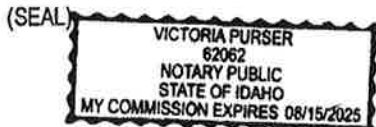
Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of DJC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.



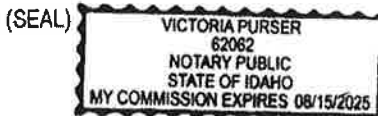
Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham) SS

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Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared ROBYN M. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of RMC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL)



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

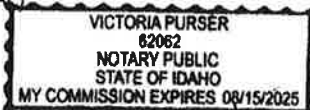
STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared JAMIE S. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of JSC RISING RIVER, LLC, an Idaho limited liability company, as Partner of RISING RIVER ENTERPRISES, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL)



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of DBC RISING RIVER, LLC, an Idaho limited liability company, as Managing Member of RJ CATTLE, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

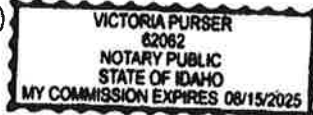
STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Managing Member of DJC RISING RIVER, LLC, an Idaho limited liability company, as Managing Member of RJ CATTLE, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



Victoria Purser

Notary Public

Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared LANCE I. GARDNER, known or identified to me (or proved to me on the oath of _____), to be the Member of L. GARDNER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



Victoria Purser

Notary Public

Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared LANCE I. GARDNER, known or identified to me (or proved to me on the oath of _____), to be the Member of L. GARDNER, LLC, an Idaho limited liability company, as Managing Partner of GARDNER FARMS, an Idaho general partnership, the Idaho general partnership that executed the above instrument or the person who executed the instrument on behalf of said Idaho general partnership and acknowledged to me that such Idaho general partnership executed the same.

(SEAL)



Victoria Purser

Notary Public

Printed Name: Victoria Purser

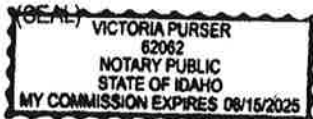
My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of D. COOPER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID B. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of DBC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Victoria Purser
Notary Public
Printed Name: Victoria Purser

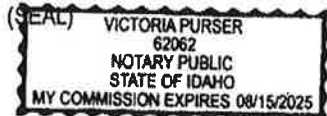
My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared JAMIE S. COOPER, known or identified to me (or proved to me on the oath of _____), to be the Member of JSC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUG CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of D. CASE, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO

COUNTY OF Bingham

) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS J. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of DJC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

STATE OF IDAHO

COUNTY OF Bingham

) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared ROBYN M. CASE, known or identified to me (or proved to me on the oath of _____), to be the Member of RMC RISING RIVER, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8/15/2025

Victoria Purser
Notary Public
Printed Name: Victoria Purser

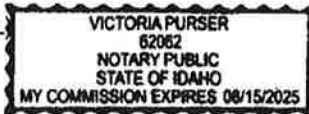
STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DAVID BRENT COOPER known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham

} SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared JAMIE SUE COOPER known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)



Victoria Purser
Notary Public
Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared DOUGLAS JASON CASE known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)



Victoria Purser

Notary Public

Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

STATE OF IDAHO

COUNTY OF Bingham) SS

On this 31 day of December, in the year of 2020, before me, Victoria Purser, a Notary Public, personally appeared ROBYN MICHELLE CASE known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)



Victoria Purser

Notary Public

Printed Name: Victoria Purser

My Commission Expires: 8/15/2025

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE
Bingham County, Idaho

This legal description is to be used for indexing and informational purposes only. It may not fully reflect previous partial releases.

Real property in the County of Bingham, State of Idaho, described as follows:

PARCEL 1:

Township 2 South, Range 35 E.B.M., Bingham County, Idaho,

Section 2: Lots 3 and 4, S½NW¼, SW¼.

EXCEPTING THEREFROM: Part of the SW¼SW¼ of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as follows: Beginning at the SW corner of said Section 2 and running thence N. 00°01'28" E. 195.83 feet along the Section line; thence N. 89°59'55" E. 233.00 feet; thence S. 00°01'20" W. 195.84 feet to the South line of said Section 2; thence S. 90°00'00" W. 233.00 feet along said South line to the Point of Beginning.

EXCEPTING THEREFROM: (Seed potato building)

A portion of the NE¼NW¼ of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as follows: Commencing at the N¼ corner of said Section 2, thence N. 90°00'00" W. 65.73 feet along the section line, thence S. 0°00'00" W. 321.55 feet along the westerly right-of-way of a county road to the true point of beginning; thence S. 0°00'00" W. 156.75 feet along said right-of-way; thence N. 90°00'00" W. 362.27 feet; thence N. 0°00'00" E. 156.75 feet; thence S. 90°00'00" E. 362.27 feet to the point of beginning.

EXCEPTING THEREFROM:

Part of the NE¼NW¼ of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 90°00'00" W. 65.73 feet along the North Section line and S. 00°00'00" E. 25.00 feet along the West right-of-way line of a county road from the N¼ corner of said Section 2; and running thence S. 00°00'00" E. 183.86 feet; thence N. 90°00'00" W. 362.27 feet; thence N. 00°00'00" W. 183.86 feet; thence S. 90°00'00" E. 362.27 feet to the point of beginning.

EXCEPTING THEREFROM:

Part of NE¼NW¼ of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Commencing as the N¼ corner of Section 2, thence N. 90°00'00" W. 65.73 feet along the section line; thence S. 0°00'00" W. 173.30 feet along the Westerly right-of-way of a County Road to the Point of Beginning; thence S. 0°00'00" West 148.25 feet along said right-of-way; thence N. 90°00'00" W. 362.27 feet; thence N. 0°00'00" E. 148.25 feet; thence S. 90°00'00" E. 362.27 feet to the Point of Beginning.

PARCEL 2: (Farm #4)

Township 2 South, Range 35 E.B.M., Bingham County, Idaho

Section 2: Lots 1, 2, S½NE¼, N½SE¼, SE¼SE¼, EXCEPTING FROM SAID SECTION 2 the following 8 parcels:

A. Part of the SE¼SE¼ Section 2, Township 2 South, Range 35 East B.M. Bingham County, Idaho described as: Commencing at the southeast corner of section 2; thence N 89°45'43" W 1103.29 feet along the section line to the southeast corner of deed instrument 535915 and the POINT OF BEGINNING. Thence N 89°45'43" W 203.69 feet continuing along the south line of section 2; thence N 04°56'11" W 282.61 feet to a point on the west line of the SE¼ SE¼; thence S 59°01'57" E 267.11 feet to a point on the east line of said deed; thence S 00°24'21" W 144.97 feet along said east line to the POINT OF BEGINNING.

B. Part of the NE 1/4 described as follows: Beginning at a point that is S. 0°06' E. along the Section line 1337.97 feet and S. 89°54' W. 15 feet from the NE corner of said Section; thence S. 89°54' W. 580.80 feet; thence S. 0°06' E. 150 feet; thence N. 89°54' E. to the West line of said County Road 580.80 feet; thence N. 0°06' W. along said right-of-way 150 feet to the Point of Beginning.

C. Beginning at the NW corner of Lot 2; thence S. 525 feet to the true point of beginning; thence E. 440 feet; thence S. 225 feet; thence W. 400 feet; thence N. 225 feet to the True Point of Beginning.

D. Beginning at a point 200 feet East of the NW corner of Lot 1; thence S. 400 feet; thence E. 250 feet; thence N. 400 feet; thence W. 250 feet to the Point of Beginning.

E. Township 2 South, Range 35 E.B.M., Section 2: Beginning at the NW corner of said Section, said point being on the easterly right-of-way of the County Road; thence E. 900 feet; thence S. 520 feet; thence W. 900 feet M/L to the East line of the County Road right-of-way; thence N. 520 feet M/L to the Point of Beginning.

F. A portion of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, more particularly described as: Beginning at the NE corner of said Section 2, and running thence Westerly, along the N. line of said Section 2, 1371.8 feet, to a point on the southerly right-of-way line of a county road, said point being the TRUE POINT OF BEGINNING; thence N. 81°45'55" W., along said road right-of-way line, 197.971 feet; thence S. 02°25'10" W. 220.496 feet; thence S. 83°46'29" E. 198.269 feet; thence N. 02°20'22" E. 220.483 feet to the point of beginning.

G. Beginning at a point that lies along the section line S. 00°06'00" E. 1487.97 feet and S. 89°54'00" W. 15.00 feet from the NE corner of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho; and running thence S. 00°06'00" E. 149.28 feet; thence N. 42°43'44" W. 202.90 feet; thence N. 89°54'00" E. 137.41 feet to the point of beginning.

H. Part of the E 1/2 NE 1/4 of Section 2, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is S. 00°06'00" E. along the section line 1337.97 feet and S. 89°54'00" W. 15.00 feet from the NE corner of said Section 2; and running thence S. 89°54'00" W. 300 feet; thence N. 726 feet; thence E. 300 feet to a point that is N. 726 feet from the point of beginning; thence S. 726 feet to the point of beginning.

PARCEL 3: (Farm #4)

Township 2 South, Range 35 E.B.M., Bingham County, Idaho
Section 1: Lot 4. EXCEPT: Part of the NW 1/4 NW 1/4 of Section 1, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, more particularly described as: Beginning at a point that is S. 89°34'32" E. 1083.86 feet along the section line to the True Point of Beginning from the Northwest Corner of said Section 1, and running thence S. 89°34'32" E. 223.00 feet along the section line; thence S. 00°01'29" W. 195.00 feet; thence N. 89°34'32" W. 223.00 feet; thence N. 00°01'29" E. 195.00 feet to the point of beginning, EXCEPT county road on the North.

PARCEL 4:

Township 2 South, Range 35 E.B.M., Bingham County, Idaho
Section 2: Beginning at the NW corner of said Section 2; thence E. 900 feet; thence S. 520 feet; thence W. 520 feet; thence N. 140 feet; thence W. 250 feet; thence N. 40 feet; thence W. 130 feet to a point 340 feet South of the point of beginning; thence N. 130 feet; thence E. 220 feet; thence N. 130 feet; thence W. 95 feet; thence S. 35 feet between two granaries; thence W. 55 feet; thence N. 35 feet between two granaries; thence W. 70 feet to point 80 feet south of the point of beginning; thence N. 80 feet to the point of beginning.

PARCEL 5:

Township 2 South, Range 35 E.B.M., Bingham County, Idaho
Section 2: Beginning at the N $\frac{1}{4}$ corner of said Section, said point being on the easterly right-of-way of the County Road; thence E. 900 feet; thence S. 520 feet; thence W. 900 feet M/L to the East line of the County Road right-of-way; thence N. 520 feet M/L to the Point of Beginning. EXCEPT: Beginning at the N $\frac{1}{4}$ corner of said Section 2; thence E. 900 feet; thence S. 520 feet; thence W. 520 feet; thence N. 140 feet; thence W. 250 feet; thence N. 40 feet; thence W. 130 feet to a point 340 feet South of the point of beginning; thence N. 130 feet; thence E. 220 feet; thence N. 130 feet; thence W. 95 feet; thence S. 35 feet between two granaries; thence W. 55 feet; thence N. 35 feet between two granaries; thence W. 70 feet to point 80 feet south of the point of beginning; thence N. 80 feet to the point of beginning.

PARCEL 6: (Farm #2)

Lots 8, 9 and 10 of Johnston & Company Plat of a portion of Sections 1 and 12, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, according to the plat thereof recorded in Book 3 of Plats, page 50, records of said County; EXCEPTING that part of said Lots 8 and 9 lying North of the center line of the Lavaside Ditch Company Canal; ALSO EXCEPTING A triangular parcel of land being on the northwesterly side of the survey center line of highway

as shown on the official plat of interstate project No. 1-15-2(7)96 Highway Survey now on file in the office of the Department of Highways of the State of Idaho, and lying over and across the southeasterly portion of said Lot 10, described as follows, to-wit: Beginning at the SE corner of said Lot 10; thence northerly along the E. line of said Lot 10 a distance of 138.0 feet, more or less, to a point in a line parallel with and 160.0 feet northwesterly from the survey center line of interstate project no. 1-15-2(7)96 Highway Survey; thence S. 30°45'45" W. along said parallel line 197.0 feet, more or less, to a point in the S. line of said Lot 10; thence easterly along said S. line a distance of 105.0 feet, more or less, to the place of beginning.

ALSO EXCEPTING An irregular parcel of land being on the northwesterly of survey centerline of highway of interstate project no. 1-15-2(7)96 Highway Survey now on file in the office of the Department of Highways of the State of Idaho, and lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 1, described as follows: Beginning at the SE corner of said Lot 10, this point being 88.3 feet left of Station 1521+00; thence N 0°30' W. along the E. line of said Lot 10 a distance of 138.0 feet, more or less, to a point in line parallel with and 160.0 feet northwesterly from survey centerline of interstate project no. 1-15-2(7)96 and left of Station 1522+22 Highway Survey; thence S. 30°45'25" W., along said parallel line 114.0 feet, more or less; thence S. 73°23'47" W. 59.0 feet, more or less; thence N. 0°30' W. 165.0 feet, more or less; thence N. 89°30' E. 114.0 feet more or less; thence S. 0°30' W. to the point of beginning.

PARCEL 7: (Farm #3)

Part of the E $\frac{1}{4}$ of Section 1, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, and part of the NW $\frac{1}{4}$ of Section 6, Township 2 South, Range 36 E.B.M., described as: Beginning at the point of intersection of the East line of said Section 1 and the northwesterly line of Interstate Highway 15, said Point being S. 0°11'06" W. along the Section line 2255.0 feet from the NE corner of said Section 1; and running thence S. 39°21'06" W. along said northwesterly line of Interstate Highway 15, 1335.5 feet; thence W. 62.47 feet to the East line of a County road; thence N. 0°10' E. along said East line 1304.85 feet; thence E. 250.0 feet; thence N. 0°10' E. 738.0 feet; thence N. 89°33'54" W. 14.18 feet; thence S. 69°43'06" W. 37.65 feet; thence N. 32°07'06" E. 338.1 feet; thence N. 46°13'21" E. 156.2 feet; thence N. 65°03'41" E. 1207.0 feet; thence S. 76°59'19" E. 484.6 feet to the northwesterly right-of-way line of I-15; thence S. 35°21'06" W. along said right-of-way line 2125.9 feet to the point of beginning.

PARCEL 8: (Farm #12 and 13)

Township 1 South, Range 34 E.B.M., Bingham County, Idaho

Section 1: SW $\frac{1}{4}$, EXCEPTING and reserving to the United States all the oil and gas in said land.

Section 2: SE $\frac{1}{4}$, EXCEPTING and reserving to the United States all the oil and gas in said land.

Section 13: SE $\frac{1}{4}$, EXCEPTING THEREFROM a 30 foot wide strip of land along the W. edge of the SE $\frac{1}{4}$ of said Section 13 for ingress and egress.

Section 24: NE $\frac{1}{4}$, TOGETHER WITH a 30 foot wide strip of land across the North edge of the NW $\frac{1}{4}$ of Section 24 as granted in Grant of Easement and Joint Use Agreement No. 431859.

PARCEL 9: (Cellar)

Part of the SW $\frac{1}{4}$ of Section 35, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°46'00" W. 407.00 feet along the section line and N. 00°25'20" W. 50.00 feet from the S $\frac{1}{4}$ corner of said Section 35 and running thence N. 00°25'20" W. 142.00 feet; thence S. 89°46'00" E. 407.00 feet; thence S. 00°25'20" E. 142.00 feet along the North South center section line of said Section 35; thence N. 89°46'00" W. 407.00 feet to the Point of Beginning. EXCEPTING THEREFROM: A 68 foot County road right-of-way along the East side.

PARCEL 10: (Farm #5)

Township 1 South, Range 35 E.B.M., Bingham County, Idaho

Section 27: SW $\frac{1}{4}$

PARCEL 11: (Farm #6)

Township 1 South, Range 36 E.B.M., Bingham County, Idaho

Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; Lots 1, 2, 3, & 4

PARCEL 12: (Farm #10)

Township 1 South, Range 35 E.B.M., Bingham County, Idaho

Section 13: N $\frac{1}{2}$, EXCEPT: Part of Section 13, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°55'15" W. along the Section line 1717.97 feet from the NW corner of said Section 13; and running thence S. 01°18'22" E., 87.49 feet; thence S. 66°47'16" W., 264.43 feet; thence N. 00°12'26" W., 192.02 feet; thence S. 89°55'15" E., 241.72 feet to the Point of Beginning. ALSO EXCEPT: A portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as follows: Beginning at a point 333 feet S. and 220 feet E. of the NW corner of said Section 13, being the True Point of Beginning; running thence W. 220 feet to the W. Section line of said Section 13; thence N. 333 feet to the NW corner of said Section 13; thence E. 387 feet; thence S. 146 feet; thence Southwesterly in a straight line 225 feet, more or less, to the True Point of Beginning. ALSO EXCEPT: A portion of Section 13, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at the NW corner of said Section 13; thence S. 89°55'15" E. 410.00 feet along the Section line; thence S. 00°13'15" E. 360.00 feet; thence N. 89°55'15" W. 410.00 feet more or less to the West line of Section 13; thence N. 00°13'15" W. 360.00 feet to the point of beginning. ALSO EXCEPT: Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 1 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 89°55'15" East 410.00 feet along the Section line to the True Point of Beginning, all from the Northwest corner of said Section 13, and running thence South 89°55'15" East 274.19 feet along said Section line; thence South 00°12'20" East 192.02 feet; thence South 67°07'53" West 232.94 feet; thence South 37°22'12" West 96.98 feet; thence North 00°13'15" West 360.00 feet to the Point of Beginning.

Township 1 South, Range 36 E.B.M., Bingham County, Idaho

Section 18: Lots 1 and 2 and NE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM: Commencing at the NW corner of said Section 18, thence S. 200 feet, thence E. 250 feet, thence S. 450 feet, thence E. to the E. line of the NW $\frac{1}{4}$ of said Section 18, thence N. 650 feet to the NE corner of the NW $\frac{1}{4}$, thence W. 160 rods to the point of beginning.

PARCEL 13:

A tract of land in Section 1, Township 2 South, Range 35, E.B.M., and being a portion of Lots 11 and 12, Johnston Company Plat, in Bingham County, Idaho, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 1, Township 2 South, Range 35, E.B.M., thence North 1737.23 feet to the center line of the New Lavaside Canal, thence S $44^{\circ}04'50''$ W, 264.49 feet along said center line of the canal, thence S $30^{\circ}45' W$, 508.5 feet along center line of canal, thence S $2^{\circ}09'05'' E$, 1111.0 feet along center line of canal, thence East 402.3 feet more or less, to the point of beginning.

EXCEPTING THEREFROM those portions of the above described property lying within the right of way of the New Lavaside Canal and also excepting therefrom those portions lying with the bounds of a public road.

PARCEL 14:

Commencing at the Northeast corner of Section 1, Township 2 South, Range 35 East of the Boise Meridian, Bingham County, Idaho; running thence West along the Section Line 548.72 feet to the TRUE POINT OF BEGINNING, said TRUE POINT OF BEGINNING being in the center of a County road; running thence West along said Section line 310.89 feet to the center of a County road; thence S $00^{\circ}24'32'' E$, along said road centerline 310.80 feet; thence N $76^{\circ}57'57'' E$, 316.83 feet; thence North 239.34 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

**D.C. Farms Non RELOC 2013
MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

Additional Property
Associated with mortgage by Gardner Farms on land located in Bingham County, Idaho

(list specific additional Property, if any)

All water rights represented by Permit or License No. 35-2399, 35-2573, 35-7263, 35-8725, 35-2136C, 35-2136D, 35-2179E, 35-2137, 35-2331, 35-2349, 35-2367, 35-2157, 35-2158A, 35-2765 issued by the Idaho Department of Water Resources.

Leases to Rising River Enterprises:

LEASE AGREEMENT

This Lease Agreement ("Lease") is effective as of December 1, 2013, by and between GARDNER FARMS, an Idaho general partnership (subsequently called "Landlord"), and RISING RIVER ENTERPRISE, an Idaho general partnership (subsequently called "Tenant"). This Lease is made upon the terms and conditions subsequently set forth in this document. In that regard, Landlord and Tenant each agree to observe and perform each and every term and condition of this Lease in this document, as each such term or condition relates to each such party.

1. **Description of Property.** Landlord, in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by the Tenant, does hereby lease to Tenant, to occupy and use for agricultural purposes 1,911 acres, plus sheds with a storage capacity of 455,000 100/wt, located in Bingham County, Idaho, more particularly described in Exhibit "A" attached to this Lease. Exhibit "A" is incorporated into this Lease by this reference as if Exhibit "A" were set forth in full. (Such real estate, together with said improvements, shall be subsequently called the "Property", unless otherwise indicated.)
2. **Length of Lease.** This Lease shall commence on December 1, 2013. This Lease shall be indefinite unless notice is given by either party. If such notice is given by either party, that notice shall be written and given before November 30 of the present year. The terms of this lease shall be reviewed and any changes made every 5 years

3. **Payment of Rent.** For the occupancy and use of the Property, as herein described, Tenant agrees to pay the Landlord, its heirs or assigns, an annual rent of \$200 per acre for the 1,651 acres rented (\$330,200), \$185.00 per acre for 520 (Farms 17 & 13) acres rented (\$96,200.00) plus \$.35 per 100/wt for the storage sheds (\$159,250.00). The total rent of \$585,650.00 shall be due and payable to the Landlord in two (2) equal payments of \$292,825.00 on or before January 1st and July 1st of each year. Landlord may assess a late fee on any payment made after the 10th day of the month in which the payment is due. The amount of the late fee shall be equal to 5% of the late payment. Tenant specifically acknowledges that all rental payments due under this Lease, including any late fees, shall be made or delivered to Landlord at Landlord's place of business or at such other place as Landlord may designate in writing from time to time. The failure of Tenant to pay the full amount of the rent as the same comes due shall constitute a material breach of this Lease and a default under this Lease.

4. **Landlord's Contribution.** Landlord shall:

- A. Furnish the above described Property to Tenant.
- B. Pay all taxes on the Property.
- C. Provide the water rights appurtenant to the Property necessary for the irrigation of the Property.

5. **Tenant's Contribution.** Tenant shall:

- A. Maintain the sprinkler irrigation systems, including center pivots, well pumps, motors, electrical panels, mainlines, sprinkler lines, and sprinkler systems necessary for the full and complete operation of such irrigation system, in good and working repair.
- B. Pay for all repair expenses to the sprinkler irrigation systems, including well pumps, motors and electrical panels and sprinkler systems.
- C. Pay all costs associated with farming the property, including labor costs, irrigation costs, and machinery and equipment costs.
- D. Pay all costs of electricity associated with the sprinkler irrigation systems.
- E. Furnish at its own cost and expense, all finance, labor, tools, power, utilities, irrigation water, fuel, materials, supplies, machinery and equipment necessary or convenient in the farming of the Property, and in the production, harvest and sale of the crops grown thereon.

- F. Make an annual report to Landlord of all crops grown each year, acreage and crop yields, and report of fertilizer and chemical usage, with accompanying data and supporting documentation, and report same to Landlord by December 1 of each year of the lease term and any extension or renewal thereof. In addition to the reports required herein, Tenant shall provide Landlord with the accompanying data and supporting documentation.
6. **Right to Make Improvements and Compensation for Damage.** Tenant shall make no improvements to the Property without the prior express written consent of the Landlord. If the Tenant desires to make at its own expense, improvements, Tenant shall obtain Landlord's written consent to make the improvements and parties shall mutually agree upon a basis for compensating the Tenant for the unexhausted value of such improvements upon the expiration of the lease. Or it may be agreed that in lieu of compensation, the Tenant may within 60 days after the termination of this lease, remove such structures as Tenant has built, provided Tenant has given notice of its intention to the Landlord at or before the time of expiration of the Lease and provided further that Tenant leaves that portion of the farm from which such improvements were removed in as good condition as it was previous to the construction of such improvement.
7. **System of Farming and Soil Maintenance.** It is agreed that the tillable land on Property shall be devoted to crops in a rotation common to farming practices in Southeast Idaho, specifically potatoes will not be grown on the tillable land in successive years. Any change in this rotation or in acreage of cultivated crops shall be by mutual agreement of Landlord and Tenant.
8. **Yielding Possession at End of Lease.** The Tenant agrees that at the expiration or termination of this lease he will yield possession of the Property to the Landlord without further notice and that it will be in as good order and condition as when the same was entered by the Tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear excepted.

9. **Care of Property.** Tenant agrees to take good care of the Property, to farm the Property, and to maintain the Improvements in a careful and prudent manner and in a good and farmer-like manner and to return the Property in as good condition as it was found, ordinary wear and tear or unavoidable casualty, excepted. Tenant also agrees to keep the buildings, fences, and any other improvements on the Property in as good repair as they now are, ordinary wear, loss by fire, or unavoidable destruction excepted. Tenant agrees to do the plowing, cultivation, irrigation, seeding and harvesting in a manner that will conserve the Landlord's property, according to the best standards of farming practices in Bingham County, Idaho. Tenant agrees to keep the Property free and clear of weeds and noxious plants, and to disk, cultivate and/or spray roadsides, turn rows, corners, and any set aside or fallow land not planted with crops.
10. **Lawful Purposes.** Tenant shall use the Property only for lawful purposes. Tenant shall, at all times in the use of the Property and in the performance of this Lease, comply with all laws, ordinances, decrees, orders, rules, and regulations, including but not limited to all environmental laws, statutes, rules, regulations, and ordinances, of any lawful authority, agency or governmental unit having jurisdiction over the Property.
11. **Liens.** Tenant shall not allow any liens to attach to or be filed against the Property as a result of the Lessee's farming or operation thereof.
12. **Relationship.** Tenant is not an agent or employee of Landlord. Landlord does not have authority to control any details of the work performed by Tenant or agents of the Tenant performing labor or other services on the property. Tenant is the employer of any such workers. Tenant shall provide and keep in force any workers compensation insurance required by the State of Idaho for all workers on the Property.
13. **Subleasing.** The Tenant will not re-lease or sublet said Property or any part thereof without the prior written consent of the Landlord.

14. **Environmental.** Tenant will strictly follow label restrictions in the use of pesticides, herbicides, fertilizers and other toxic or hazardous substances. No toxic or hazardous substances will be disposed of on the Property; however, all hazardous substances used in connection with the Property will be disposed of in a manner approved by County, State and Federal Environmental Protection Agency regulations. Tenant shall not apply any pesticide, herbicide or chemical product on the Property which may leave a residue that will adversely affect the growing of crops which may be planted on the Property following the termination of this Lease. Upon the termination of this Lease, Tenant shall furnish to Landlord a written list of the chemicals applied to the Property, the quantity and dates of application. Tenant shall also use care in the application of chemicals to the crops grown on the Property so as to avoid damage to crops grown on adjacent parcels of land owned by third parties. Tenant shall indemnify and hold harmless the Landlord from any claims, liability, loss, damage or expenses resulting from the Tenant's use, application, or storage of chemicals, pesticides, or herbicides on the Property. Tenant will not bury any tanks, equipment or substances of any type on the premises without the written consent of the Landlord.

15. **Insurance.** Tenant shall maintain, and pay for, adequate fire and extended coverage insurance upon all buildings and other structures which are part of the Premises. Such insurance shall be in the form a specific loss replacement insurance. Tenant shall be under a further duty and obligation to provide any fire or extended coverage insurance for any personal property or contents belonging to the Landlord situated within or on the Premises. Tenant shall obtain, at Tenant's own cost and expense, public liability insurance from a reliable insurance company with coverage of not less than \$5,000,000 per person and \$5,000,000 per occurrence, insuring both Landlord and Tenant as their interests may appear. Tenant shall maintain all such policies in force during the term of this Lease and shall provide Landlord with copies of all certificates of insurance or other satisfactory evidence of insurance at the beginning of the term prior to taking possession of the Premises and at any other subsequent time requested by Landlord.

Tenant waives any and all rights of recovery against Landlord's partners, managers, employees, agents, representatives and insurers for loss or damage to Tenant's property insured under a standard fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy or insurance carried by Tenant in lieu thereof.

16. **Indemnity.** Tenant further agrees to indemnify the Landlord from any and all claims, actions, causes of action, demands, costs and expenses which might be asserted against Landlord which in any way arise out of Tenant's occupancy and use of the Property, and Tenant further agrees to defend any such action; should it be necessary for the Landlord in Tenant's discretion to defend such an action, claim or demand, Tenant agrees to pay and hold harmless the Landlord from the

costs of such defense, including such attorney fees as might be incurred by Landlord herein.

- 17 **Right of Entry.** The Landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the Property so long as it does not interfere with the rights of the Tenant as provided in this Lease.
- 18 **Default.** If Tenant defaults in any of the covenants and provisions of this Lease, and such default continues for a period of thirty (30) days after written notice has been mailed to Lessee, then it shall be lawful for the Landlord, at Landlord's option, to declare this Lease terminated and the Landlord shall have the right to take possession of the Property, and all damages growing out of the failure of Lessee to perform the covenants of this Lease shall be added to and become a part of the rent recoverable hereunder.
- 19 **Notices.** Written notice for any purpose under this Lease shall be given to Landlord as follows:

Gardner Farms
589 N. 150 W.
Blackfoot, Idaho 83221

and to the Tenant at:

Rising River Enterprises
578 N. 100 W.
Blackfoot, Idaho 83221

20. **General Terms.**

- A. **Governing Law.** This Lease shall be governed by the laws of the State of Idaho, as an agreement between residents of the State of Idaho and to be performed in the State of Idaho.
- B. **Entire Agreement.** This Lease embodies the entire agreement between the parties with relation to the subject matters covered, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties concerning these topics other than those specifically set forth in those documents. This Lease is intended to be a fully integrated agreement between the parties with respect to the subject matters covered.
- C. **Modification.** The parties hereto may at any time hereafter modify or amend this Lease by a subsequent written agreement executed by all parties. This Lease shall not be amended or changed except by written instrument, signed by both of the parties hereto.

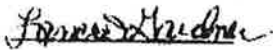
- D. No Waiver. No action or conduct or delay or failure to act by either party shall be construed as a waiver unless such waiver is expressly set forth in writing. No single or partial exercise of any right, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, power, or privilege.
- E. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their representatives, successors and assigns.
- F. Attorney's Fees. In the event of any controversy, claim, or action between the parties to enforce the terms and conditions of this Lease, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.
- G. No Joint Venture. The relationship between the parties to this Lease is one of landlord and tenant. Nothing contained in this Lease shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties have signed this Lease on the date first above written.

Land Lord:

Gardner Farms

Lance I Gardner, Partner



David Cooper, Partner



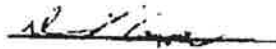
Doug Case, Partner



Tenant:

Rising River Enterprise

David Cooper, Partner



Doug Case, Partner





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

February 08, 2021

RABO AGRIFINANCE LLC
14767 NORTH OUTER 40 RD STE 400
CHESTERFIELD MO 63017-2003

RE: Notice of Security Interest for Water Right/Permit No(s): 35-2399, 35-2573, 35-7263, 35-8725, 35-2136c, 35-2136D, 35-2179E, 35-21397, 35-2331, 35-2349, 35-2367, 35-2157, 35-2158A & 35-2765

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 water right 35-2765, is currently in the name of D Cooper LLC and D Case LLC. The property associated with the place of use of that water right is covered by the legal description, therefore the security interest was added. However if Gardner Farms should be listed as the current owner a Notice of Change in Water Right application, evidence of ownership and filing fee is required.

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: GARDNER FARMS
PACIFIC LIFE INSURANCE CO
C/O EQUITABLE AGRIFINANCE LLC
D COOPER LLC
D CASE LLC