

RECEIVED

NOV 20 2019

DEPARTMENT OF WATER RESOURCES

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
See attached Exhibit A			

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

Proterra Finance LLC, a Delaware limited liability company
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Phone +1 612-257-7919
Email mswanson@proterrapartners.com

SUPPORT DATA

IN FILE # 11-2098

4. Name of Water Right Owner/Claimant(s) Clear Springs Foods, Inc. (additional parties - See Exhibit A)

5. Expiration Date of Notification Period December 31, 2024

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

7. Signature(s) of Security Interest Holder(s) *Matthew Swanson*
Title, if applicable DIRECTOR

For Office Use Only

Received by *[Signature]* Date 11/20/19 Receipt No. C107964 Fee 875
 Processed by AJ _____ Date _____ WR aj Date 11/26/19

Exhibit A
To
Notice of Security Interest in a Water Right

- Fee Mortgage (Caribou County, Idaho) - Soda Springs Brood:
 - 11-2098✓
- Fee Mortgage (Custer County, Idaho) - Lost River Brood Farm (Custer County, Idaho):
 - 34-7034✓
- Fee Mortgage (Gooding County, Idaho) - Clear Lake, Clear Lake II, Crystal Springs, Processing Plant and Snake River Facilities:

○ 36-2048✓	○ 36-4013B✓	○ 36-7201✓
○ 36-2659✓	○ 36-4013C✓	○ 36-7218✓
○ 36-2703✓	○ 36-7004✓	○ 36-7568✓
○ 36-2708✓	○ 36-7083✓	○ 36-8639✓
○ 36-4013A✓	○ 36-7148✓	
- Fee Mortgage (Twin Falls County, Idaho): - Box Canyon, Feed Mill, General Office Facilities:

○ 36-7040✓	○ 47-13467✓	○ 47-13470✓
○ 36-8080✓	○ 47-13468✓	
○ 47-13466✓	○ 47-13469✓	
- Leasehold Mortgage (Gooding County, Idaho): - Briggs East Property (Owners - Irle Ranch, Inc. / Sheldons):
 - 36-7538✓
- Leasehold Mortgage (Gooding County, Idaho) - Briggs West Property (Owners - Irle Ranch, Inc. / Sheldons):
 - 36-2040✓
 - 36-2607✓
- Leasehold Mortgage (Gooding County, Idaho) - Rim View Property (Owners - North Snake Ground Water District, Magic Valley Ground Water District, American Falls-Aberdeen Ground Water District; Bingham Ground Water District, and Southwest Irrigation District):

○ 36-2680✓	○ 36-4032B✓	○ 36-4032D✓
○ 36-4032A✓	○ 36-4032C✓	○ 36-7167✓
- Personal Property – Security Agreement:
 - Permit 36-7789✓
 - Permit 36-7791✓
 - Permit 36-16156✓
 - Twin Falls Canal Company shares under Certificate #28704

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
04:22:30 PM 10-09-2019
2019017218
NO. PAGES 22 FEE: \$45.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CT
Electronically Recorded by Simplifile

*Recording Requested By,
And After Recording, Return To:*

Proterra Finance LLC, as Collateral Agent
c/o Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

73022 TS

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING
STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC,
as Collateral Agent

Mortgagee

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest, to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all real property located in Twin Falls County, Idaho, and described on Part I of Exhibit A attached hereto (the "*Real Property*"); (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of the Real Property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property; (e) all buildings, improvements and landscaping now or hereafter erected or located on the Real Property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, the Real Property; (g) all mineral rights, oil and gas rights, and air rights; (h) all Water Assets (as defined below), (i) all interest or estate which Mortgagor now has or may hereafter acquire in the Real Property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of the Real Property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of the Real Property, and (j) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Property or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing)(collectively, the "*Subject Property*"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

1.3 Water Assets. "*Water Assets*" shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Property, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Property by virtue of the Real Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Property;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "*Secured Obligation*" and collectively, the "*Secured Obligations*"):

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "*Term Loan Agreement*"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*")

located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "**Covered Structure**"), then while it is subject to such designation, the term "**Personal Property**" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and Term Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "**Lease**" and collectively, the "**Leases**"), together with any and all other rents, issues and profits of the Subject Property (collectively, "**Rents**"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release

any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its

interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all

amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the sole discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages: Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances: Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "**Hazardous Materials**"), except in the ordinary course of Mortgagor's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental reports delivered to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "**Hazardous Materials Laws**"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "**Transfer**"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "**Interested Party**"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs,

alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or

prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email, in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or

communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Wavier. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

CLEAR SPRINGS FOODS, INC.,
an Idaho corporation




By: Jeffrey A. Jermunson

Its: President and CEO

STATE OF IDAHO)
County of Twin Falls) ss.

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson known or identified to me to be the President & CEO of CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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


Notary Public
Residing at Buhl Id
My commission expires: 12/30/2023

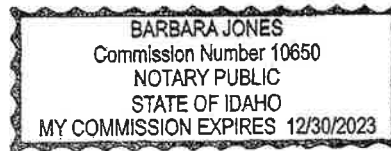


EXHIBIT A

Description of the Subject Property

Part I: Those certain parcels of land located in Twin Falls County, State of Idaho, as more particularly described as follows:

PARCEL 1-A

A tract of land being the South 587.00 feet of Lot 3 and the North 1020 feet of Lot 4 of Section 28, Township 8 South, Range 14 East, of the Boise Meridian, Twin Falls County, Idaho, as shown on the records of the County Recorder for Twin Falls County, Idaho.

PARCEL 1-B

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 28: A parcel of land in Lot 3, more particularly described as follows:
COMMENCING at the Southwest corner of said Lot 3;
THENCE along the Westerly boundary of said Lot 3 North 0°03' West 587.00 feet;
THENCE South 89°55'37" East 676.53 feet to the TRUE POINT OF BEGINNING;
THENCE continuing South 89°55'37" East 525.84 feet to the approximate high water mark of the Snake River;
THENCE North 30°16'32" West 449.09 feet;
THENCE South 79°05'26" West 353.31 feet;
THENCE South 08°26'05" East 323.80 feet to the TRUE POINT OF BEGINNING.

PARCEL 1-C

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 28: A portion of Lot 3
BEGINNING at the Southwest corner of said Lot 3;
THENCE North 00°03'00" West 587.00 feet along the West boundary of said Lot 3;
THENCE South 89°55'37" East 631.23 feet to the REAL POINT OF BEGINNING;
THENCE North 09°30'07" West 324.61 feet;
THENCE North 80°29'53" East 392.46 feet;
THENCE South 79°05'26" West 341.86 feet;
THENCE South 08°26'05" East 323.80 feet;
THENCE North 89°55'37" West 45.30 feet to the REAL POINT OF BEGINNING.

PARCELS NO. 2-A and 3

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 36: BEGINNING at the Southeast corner of Section 36:
THENCE South 89°40'00" West 2199.43 feet along the South boundary of Section 36; Said point lies North 89°40'00" East 3039.95 feet from the Southwest corner of Section 36;

THENCE North 00°20'00" West 25.00 feet to the Southwesterly right-of-way line of the Union Pacific Railroad, being the REAL POINT OF BEGINNING;

THENCE South 89°40'00" West 684.07 feet;

THENCE North 00°20'00" West 529.91 feet;

THENCE along a curve:

Δ 49°59'27" right

R - 469.28 feet

A - 409.45 feet

C - 396.58 feet

T - 218.78 feet

Long Chord Bearing - South 47°29'32" East

THENCE North 59°32'43" East 142.55;

THENCE North 30°27'07" West 85.75 feet;

THENCE North 59°32'43" East 134.00 feet to a point on the right-of-way line of the Union Pacific Railroad spur;

THENCE along said railroad right-of-way on a curve to the right for 86.13 feet and whose chord bears South 25°18'07" East, whose chord length is 86.10 feet and whose radius is 872.13 feet;

THENCE South 22°28'20" East along said railroad right-of-way for 426.60 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO all easements including a right of ingress and egress over and across a 20 foot wide road right-of-way being 10 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Section 36;

THENCE South 89°40'00" West along the South line of said Section 36 for 2200.34 feet;

THENCE North 32°30'01" West for 29.53 feet to the TRUE POINT OF BEGINNING on the North Right of Way line of Burley Avenue;

THENCE continuing North 32°30'01" West for 272.79 feet;

THENCE North 43°43'33" West for 143.33 feet;

THENCE North 30°27'07" West for 85.75 feet to the Point of Termination.

ALSO SUBJECT TO a railroad clearance easement described as follows:

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 36: BEGINNING at the Southeast corner of Section 36:

THENCE South 89°40'00" West 2199.43 feet along the South boundary of Section 36; said point lies North 89°40'00" East 3093.95 feet from the Southwest corner of Section 36;

THENCE North 00°20'00" West 25.00 feet to the Southwesterly right-of-way line of the Union Pacific Railroad;

THENCE South 89°40'00" West 307.24 feet to the REAL POINT OF BEGINNING;

THENCE North 22°29'49" West 273.48 feet;

THENCE South 67°30'11" West 6.50 feet;

THENCE along a curve:

Δ 48°58'59" left

R - 444.28 feet

A - 379.56 feet

C - 368.12 feet
 T - 202.23 feet
 Long Chord Bearing – North 46°58'18" West
 THENCE North 00°20'00" West 26.34 feet;
 THENCE along a curve:
 Δ 49°59'27" right
 R - 469.28 feet
 A - 409.45 feet
 C - 396.58 feet
 T - 218.78 feet
 Long Chord Bearing – South 47°29'32" East;
 THENCE South 67°30'11" West 1.50 feet;
 THENCE South 22°29'49" East 280.40 feet;
 THENCE South 89°40'00" West 18.36 feet to the REAL POINT OF BEGINNING.

PARCEL 2-B

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
 Section 36: BEGINNING at the Southeast corner of Section 36:

THENCE South 89°40'00" West 2199.43 feet along the South boundary of Section 36; said
 point lies North 89°40'00" East 3093.95 feet from the Southwest corner of Section 36;
 THENCE North 00°20'00" West 25.00 feet to the Southwesterly right-of-way line of the
 Union Pacific Railroad;

THENCE South 89°40'00" West 684.67 feet;
 THENCE North 00°20'00" West 569.75 feet to said Railroad right of way, which is the
 REAL POINT OF BEGINNING;

THENCE South 00°20'00" East 66.18 feet;
 THENCE along a curve:

 Δ 12°02'45" left
 R 444.28 feet
 A 93.41 feet
 C 93.23 feet
 T 46.88 feet

Long Chord Bearing – North 77°28'11" West to said railroad right of way

THENCE along a curve:

 Δ 00°51'33" right
 R 6775.51 feet
 A 101.61 feet
 C 101.61 feet
 T 50.81 feet

Long Chord Bearing – North 63°06'50" East along said railroad right of way to the
 REAL POINT OF BEGINNING.

PARCEL NO. 4

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 36: BEGINNING at a point on the South line of Section 36, from which the
Southwest corner of said Section lies South 89°40' West 2249.51 feet:

THENCE North 0°20' West 169.38 feet to the TRUE POINT OF BEGINNING;
THENCE the following successive courses:

North 0°20' West 343.74 feet to a point on the Union Pacific Railroad right of way;
Along said right of way and a curve to the right 78.71 feet, said curve having a radius of
6775.51 feet and a deflection angle of 0°39'56" to a point on the right of way of the
Spur Track A-32;

Along the right of way of Spur Track A-32 and a curve right 93.22 feet, said curve
having a radius of 444.28 feet and a deflection angle of 12°01'19";

South 0°20' East 362.45 feet;

North 89°07'40" West 160.66 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5-A and 5-B

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 18: A parcel of land located in Lot 3, more particularly described as follows:
BEGINNING at the Southwest corner of Section 18;

THENCE North 00°09'00" West 1353.92 feet along the West line of said section to the
TRUE POINT OF BEGINNING;

THENCE North 00°09'00" West 396.00 feet;

THENCE South 89°46'29" East 595.00 feet;

THENCE South 00°09'00" East 396.00 feet;

THENCE North 89°46'29" West 595.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH the following roadway easement:

A strip of land fifty (50) feet in width located in Lot 3, Section 18, Township 9 South,

Range 15 E., B.M., Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of Section 18;

THENCE North 00°09'00" West 1303.92 feet along the West line of said Section to the
Southwest corner of Lot 3, said corner being a set $\frac{5}{8}$ " iron pin and the TRUE POINT
OF BEGINNING;

THENCE North 00°09'00" West 50 feet along the West line of Section 18;

THENCE South 89°46'29" East 320 feet;

THENCE South 00°09'00" East 50 feet to the South boundary of Lot 3;

THENCE North 89°46'29" West 320 feet along the South boundary of Lot 3 to the TRUE
POINT OF BEGINNING.

Part II: Those certain water rights appurtenant to or associated with the land described in Part I, including but not limited to:

Box Canyon, Feed Mill, General Office (Twin Falls County, Idaho): 36-7040, 36-8080, 47-13466, 47-13467, 47-13468, 47-13469, 47-13470

Recording Requested By,
And After Recording, Return To:

Proterra Finance LLC, as Collateral Agent
c/o Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

73022 TS

Instrument # 266432
GOODING COUNTY, GOODING, IDAHO
10-09-2019 17:40:19 No. of Pages: 27
Recorded for: TITLEFACT, INC.
DENISE GILL Fee: \$45.00
Ex-Officio Recorder Deputy: EK
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING
STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC
as Collateral Agent

Mortgagee

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest to Mortgagee, with the right of entry and possession, all Mortgagor's right, title and interest (i) in all leases described in Exhibit B hereto, (as supplemented, amended and restated from time to time, the "*Leases*," or the "*Lease*" as the case may be) and any and all present and future leases or and all leasehold rights and other rights in and to all or any part of those certain lots, pieces of land lying and being in Gooding County, State of Idaho, bounded and described in Part I of Exhibit A attached hereto and hereby made a part of this Mortgage (the "*Real Estate*"), (ii) granted to Mortgagor pursuant to the Lease in all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (collectively, the "*Improvements*"), (iii) granted to Mortgagor pursuant to the Lease in all of the easements, rights, privileges, franchises, rights-of-way, streets, alleys, sewer rights, and other emblements, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, now or hereafter thereunto belonging or in any way appertaining to the Real Estate and/or the Improvements, or under or above the same or any part or parcel thereof, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired (collectively, the "*Appurtenant Rights*"), (iv) granted to Mortgagor pursuant to the Lease in all leases, licenses, and agreements arising out of Mortgagor's leasehold interest in the Real Estate and/or the Improvements, whether now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits arising from the use or enjoyment of all or any portion of the Real Estate or the Improvements (collectively, the "*Rents and Profits*"), (v) granted to Mortgagor pursuant to the Lease in all mineral rights, oil and gas rights, and air rights (the "*Land Rights*"); (vi) granted to Mortgagor pursuant to the Lease in the Water Assets; (as defined below); (vii) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Estate or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing), and (viii) all other or greater rights and interests of every nature in the Real Estate and/or the Improvements and in the possession or use thereof and income therefrom, whether now owned, leased or hereafter acquired

by Mortgagor (collectively, the “*Remaining Rights*”). (The Real Estate, the Improvements, the Appurtenant Rights, the Land Rights, the Water Assets, the Personal Property, the Rents and Profits and the Remaining Rights, collectively, the “*Subject Property*”.) The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Real Estate (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control. The fee owner of the Real Estate is North Snake Ground Water District, undivided 35% interest; Magic Valley Ground Water District, undivided 25% interest; American Falls-Aberdeen Ground Water District, undivided 15% interest; Bingham Ground Water District, undivided 10% interest; Southwest Irrigation District, undivided 15% interest.

1.3 Water Assets. “*Water Assets*” shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising, to the extent granted to Mortgagor pursuant to the Lease, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Estate, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor’s right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Estate is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Estate by virtue of the Real Estate being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Estate or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Estate;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "*Secured Obligation*" and collectively, the "*Secured Obligations*");

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "*Term Loan Agreement*"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "*Covered Structure*"), then while it is subject to such designation, the term "*Personal Property*" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and the Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, an "*Assigned Lease*" and collectively, the "*Assigned Leases*"), together with any and all other rents, issues and profits of the Subject Property (collectively, "*Rents*"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Assigned Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee's written request, such additional documents as Mortgagee may

reasonably request to further evidence the assignment to Mortgagee of any and all Assigned Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Assigned Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Assigned Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Assigned Lease; (ii) not to modify any Assigned Lease in any material respect, nor accept surrender under or terminate the term of any Assigned Lease; (iii) not to anticipate the Rents under any Assigned Lease; and (iv) not to waive or release any lessee or tenant of or from any Assigned Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Assigned Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Assigned Lease, and to waive or release any lessee or tenant of or from any Assigned Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Assigned Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Assigned Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Assigned Lease, and of any notice of default on the part of Mortgagor under any Assigned Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Assigned Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a

lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured

Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "*Hazardous Materials*"), except in the ordinary course of Mortgagor's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental assessment reports deliver to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "*Hazardous Materials Laws*"), including without limitation, the

Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened in writing against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 **Protection of Security.** Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 **Powers and Duties of Mortgagee.** Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including,

but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "*Transfer*"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "*Interested Party*"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the

foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under

this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email,

in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such

notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Waiver. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

ARTICLE 7 LEASEHOLDS PROVISIONS

7.1 Mortgagor's right to cure default. Mortgagor will at all times fully perform and comply with all material agreements, covenants, terms, and conditions imposed on or assumed by it under the Lease. If Mortgagor shall fail to do so, Mortgagee may, but shall not be obligated to, take any action Mortgagee deems necessary or reasonable to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under the Lease. On receipt by Mortgagee from the Landlord (defined in Landlord Consent attached hereto as Exhibit C) under the Lease of any written notice of default by the Mortgagor as lessee under the Lease, Mortgagee may rely on the notice and take any action stated above to cure the default even though the existence of the default or the nature of the default is questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor grants to Mortgagee, and agrees that Mortgagee shall have, the right to enter in and on the encumbered premises or any part of them to such extent and as often as Mortgagee, in its sole discretion, deems necessary or reasonable in order to prevent or to cure any such default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its reasonable discretion deems necessary for any such purpose, and Mortgagor agrees to pay to Mortgagee all such sums so paid and expended by Mortgagee. All sums so paid and expended by Mortgagee and the interest on such sums shall be added to and be secured by the lien of this Mortgage.

7.2 Prohibition Against Surrendering Leasehold or Modifying Lease. Mortgagor will not surrender the leasehold estate and interest described above, nor terminate or cancel the Lease and will not, without Mortgagee's express written consent, materially modify, change, supplement, alter, or amend the Lease either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration, or amendment of the Lease without Mortgagee's prior written consent shall be void and of no force and effect.

7.3 No Waiver of Obligations. No release or forbearance of any of Mortgagor's obligations under the Lease, pursuant to the Lease or otherwise, shall release Mortgagor from any of Mortgagor's obligations under this Mortgage, including, but not limited to, the obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions, and agreements contained in the Lease, to be kept, performed, and complied with by Mortgagor as lessee under the Lease.

7.4 Fee title to remain separate and distinct. Unless Mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by the Lease and the leasehold estate shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in the Mortgagee or Landlord, or in a third party by purchase or otherwise.

[Signature on Following Page]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

CLEAR SPRINGS FOODS, INC.,
an Idaho corporation



By: Jeffrey A. Jermunson
Its: President and CEO

STATE OF IDAHO)
County of Blaine Falls) ss.

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson known or identified to me to be the President/CEO of CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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

Barbara Jones
Notary Public
Residing at Buhl Id
My commission expires: 12/30/2023

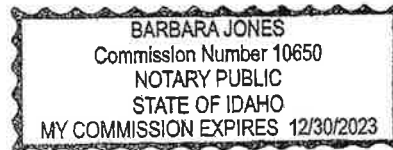


EXHIBIT A
Description of the Subject Property

Part I: Those certain parcels of land located in Gooding County, State of Idaho, as more particularly described as follows:

PARCEL NO. 23 Rim View Farm – Leased

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: A parcel of land located in a portion of Lots 1, 2, 9 and 10, described as follows:

Commencing at the Northeast corner of Section 10, marked by a 2 Inch diam. pipe;
Thence South 00°24'52" West along the section line between Sections 10 and 11 (Basis of Bearing per Central Meridian of Central Zone of Idaho State Plane Coordinate System), a distance of 754.65 feet;

Thence North 89°35'08" West a distance of 427.90 feet to a found ½ inch steel bar, being the Northeast corner of a parcel of land described in Deed Instrument No. 210304, also being **THE POINT OF BEGINNING**;

Thence South 00°24'52" West along the East line of said parcel of land, a distance of 1178.90 feet to a point on the approximate mean high water mark of the right bank of the Snake River;

Thence following said approximate high water mark of the right bank of the Snake River for the next six (6) courses;

(1) North 77°58'01" West a distance of 162.36 feet;

(2) South 89°40'27" West a distance of 219.74 feet;

(3) North 85°32'08" West a distance of 173.47 feet;

(4) South 88°58'53" West a distance of 194.46 feet;

(5) North 84°32'50" West a distance of 233.51 feet;

(6) North 75°39'17" West a distance of 123.20 feet;

Thence North 00°24'52" East along the West line of said parcel of land a distance of 891.49 feet to a found ½ inch steel bar;

Thence North 00°28'03" East along the West line of said parcel of land a distance of 311.89 feet to the Northwest corner of said parcel of land;

Thence South 83°05'18" East along the North line of said parcel of land a distance of 704.29 feet to a found ½ inch steel bar;

Thence South 84°57'48" East along the North line of said parcel of land a distance of 399.62 feet, being **THE POINT OF BEGINNING**.

SUBJECT TO a 50 foot wide prescriptive right of way of Niagara Springs road to Wendell Highway District.

Part II: Those certain water rights appurtenant to or associated with the land described in Part I, including but not limited to:

Rim View (Gooding County, Idaho): 36-2680, 36-4032A, 36-4032B, 36-4032C, 36-4032D, 36-7167, Permit 36-7789, Permit 36-7791

EXHIBIT B
Description of the Lease

That certain Lease dated as of the 1st day of February, 2013, by and between NORTH SNAKE GROUND WATER DISTRICT, MAGIC VALLEY GROUND WATER DISTRICT, AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, SOUTHWEST IRRIGATION DISTRICT, collectively, as lessor, and CLEAR SPRINGS FOOD, INC., as lessee, for the property described in Exhibit A above and commonly known as Rim View.

EXHIBIT C
Landowner Consent

[attached]

LANDLORD CONSENT

North Snake Ground Water District, Magic Valley Ground Water District, American Falls-Aberdeen Ground Water District, Bingham Ground Water District, and Southwest Irrigation District, collectively as landlord, having a mailing address of c/o Idaho Ground Water Appropriators, Inc., P.O. Box 1391, Pocatello, Idaho 83201 ("**Landlord**") hereby consents and agrees as follows:

1. Consent to Mortgage. Landlord and CLEAR SPRINGS FOODS, INC., an Idaho corporation ("**Tenant**") entered into that certain Lease dated February 1, 2013 (the "**Lease**"), whereby Landlord leased to Tenant that certain land as further described in the Lease. Landlord hereby consents to the Leasehold Mortgage, Assignment of Rents and Leases and Fixture Filing dated October _____, 2019 (the "**Mortgage**") as an encumbrance on the Lease and the associated leasehold rights (the "**Leasehold**"), and to the foreclosure or enforcement thereof or the assignment of the Lease in lieu of such foreclosure or enforcement.

2. Preservation of Leasehold Benefits. Until such time as PROTERRA FINANCE LLC, a Delaware limited liability company, the mortgagee under the Mortgage (the "**Mortgage**") notifies Landlord in writing that the "Obligations" as defined under the Mortgage have been satisfied, Landlord agrees:

(a) Voluntary Leasehold Termination. That Landlord will not voluntarily cancel or surrender the Lease, or amend the Lease to increase the obligations of Tenant or the rights of Landlord thereunder, without the prior written consent of Mortgagee;

(b) Effect of Tenant Waiver. That Landlord will not enforce against Mortgagee any waiver or election made by Tenant under the Lease which has a material adverse effect on the value of the Leasehold without the prior written consent of Mortgagee;

(c) Notice to Mortgagee. That Landlord will concurrently deliver to Mortgagee a copy of any notice given by Landlord to Tenant under the Lease, and no such notice shall be effective unless the concurrent copy thereof is delivered to Mortgagee;

(d) Mortgagee Right to Cure Defaults. That Mortgagee shall have the right (but not the obligation) to cure without penalty any default by Tenant under the Lease, and Landlord will allow Mortgagee and its representatives access to the property under the Mortgage (the "**Premises**") for the purpose of effecting such cure; any cure by Mortgagee shall have the same effect as cure by Tenant. Mortgagee shall have the right to cure defaults by Tenant on or before the following dates:

(1) For defaults that may be cured by the payment of money, the date that is five days after the date of receipt by Mortgagee of a notice stating that Tenant has failed to pay the amount in question by the last day permitted under this Lease;

(2) For all other defaults, 30 days after the date of receipt by Mortgagee of a notice stating that Tenant has failed to perform the obligation in question by the last day permitted under this Lease; provided, however, that (A) if it is not reasonably possible to effect cure within 30 days, no default shall occur under this Lease so long as Mortgagee shall commence cure within such 30-day period and thereafter diligently prosecute cure to completion, and (B) if it is necessary for Mortgagee to obtain possession of the Premises in order to effect cure, the period within which Mortgagee is permitted to effect cure shall be extended by the time that is required for Mortgagee to obtain such possession, including the period required to obtain the appointment of a

receiver, if Mortgagee elects to obtain such appointment, and to complete any foreclosure, and any period during which appointment of a receiver and/or foreclosure are subject to an automatic or judicially-imposed stay.

(e) Replacement Lease. That, if Mortgagee makes written request for the same within 15 days after Mortgagee receives written notice of termination of the Lease, Landlord will enter a new lease with Mortgagee commencing on the date of termination of the Lease and ending on the normal expiration date of the Lease, on substantially the same terms and conditions as the Lease and with the same priority as against any subleases or other interests in the Premises; provided that Mortgagee cures all unpaid monetary defaults under the Lease through the date of such termination;

(f) Recognition of New Tenant. That, following foreclosure or enforcement of the Mortgage, or assignment in lieu thereof, Landlord will recognize the purchaser or assignee of the leasehold as the Tenant under the Lease;

(g) Obligations of New Tenant. That, following any foreclosure, enforcement or assignment described in subparagraph (f), the new Tenant shall be personally obligated only for performance of obligations under the Lease commencing as of the date of such foreclosure, enforcement or assignment and ending as of the date of any assignment of the Lease to a successor Tenant;

(h) Assignment by New Tenant. That, following any foreclosure enforcement or assignment described in subparagraph (f), the new Tenant shall have the right to assign the Leasehold subject to the written consent of Landlord, which consent shall not be unreasonably withheld or delayed;

(i) Insurance or Condemnation Proceeds. That Landlord will pay to Mortgagee any proceeds from insurance or condemnation of the Premises that are payable to Tenant under the Lease, for disposition as provided in the Mortgage;

(j) Insurance and Condemnation Proceedings. That Landlord will provide reasonable prior notice to Mortgagee of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Premises and will permit Mortgagee to participate therein as an interested party.

(3) Right to Pay Taxes and Senior Mortgage. Mortgagee shall have the right (but not the obligation) to pay any taxes payable by Landlord with respect to the Premises, and to cure any monetary or non-monetary default by Landlord under any mortgage or other encumbrance on the Premises which has priority over the Lease; and, if Mortgagee does so pay or cure, Landlord agrees that it will reimburse Mortgagee for the amount thereof promptly following request by Mortgagee therefor.

(4) No Merger. The Leasehold shall not merge with the fee interest in the Premises, notwithstanding ownership of the Leasehold and the fee by the same person, without the prior written consent of Mortgagee.

(5) Estoppel Certificates. Landlord agrees from time to time, within a reasonable period following request by Mortgagee therefor, to provide to Mortgagee an estoppel certificate in a reasonable format provided by Mortgagee, certifying as to the absence of any modification to, or default under, the Lease (or setting forth such modification or default, if applicable) and as to the status of payment of rent and other amounts by the Tenant thereunder.

(6) No Lien on Personal Property. Landlord acknowledges that any equipment or other personal property of Tenant now or hereafter located on the Premises shall be and remain the personal property of Tenant and shall not become a part of the Premises; Landlord expressly waives any lien on any such equipment or other personal property of Tenant. To the extent that Tenant grants a lien or security interest in such equipment or other personal property to Mortgagee to secure the Obligations, Landlord agrees that, upon enforcement or exercise by Mortgagee of any of its rights with respect thereto, Landlord shall afford Mortgagee reasonable access to the Premises for the purpose of preserving its interests therein or enforcing or exercising such rights, subject to the payment by Mortgagee to Landlord of a daily rental at the rate provided for the Lease.

(7) Landlord Bankruptcy.

(a) Notification of Bankruptcy. If a bankruptcy proceeding is filed by or against Landlord, Landlord shall immediately notify Mortgagee of such filing and shall deliver a copy of all notices, pleadings, schedules, and similar materials regarding the bankruptcy proceedings to Mortgagee.

(b) Waiver of Right to a Section 363(f) Property Sale. Landlord acknowledges that (i) Tenant seeks to construct improvements on the Premises using proceeds of the loan provided by Mortgagee under the Loan Documents, and (ii) it would be unfair to both Tenant and Mortgagee to sell the Premises free and clear of the Leasehold. Therefore, Landlord waives its right to sell Landlord's fee interest in the Premises pursuant to section 363(f) of the Bankruptcy Code, free and clear of the Leasehold.

(c) Automatic Objection to a Section 363(f) Property Sale. If a bankruptcy proceeding is filed by or on behalf of Landlord, Landlord agrees as follows: (i) Tenant shall be presumed to have objected to any attempt by Landlord to sell the fee interest free and clear of the Leasehold; (ii) if Tenant does not so object, Mortgagee shall have the right to so object on its own behalf or on behalf of Tenant; and (iii) in connection with any such sale, Tenant shall not be deemed to have received adequate protection under section 363(e) of the Bankruptcy Code, unless it shall have received and paid over to Mortgagee outstanding balance of the Obligations.

(d) Mortgagee Authorized to Act on Behalf of Tenant in Any Proceeding. Landlord recognizes that Mortgagee is authorized on behalf of the Tenant to vote, participate in, or consent to any bankruptcy, insolvency, receivership or court proceeding concerning the Leasehold.

[Signature on Following Page]

Landlord:

Address:

Idaho Ground Water Appropriators, Inc.
P.O. Box 1391
Pocatello, Idaho 83201

NORTH SNAKE GROUND WATER DISTRICT

By: _____

Its: _____

MAGIC VALLEY GROUND WATER DISTRICT

By: _____

Its: _____

AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT

By: _____

Its: _____

BINGHAM GROUND WATER DISTRICT

By: _____

Its: _____

SOUTHWEST IRRIGATION DISTRICT

By: _____

Its: _____

STATE OF IDAHO)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____, the
(title) of Landlord, _____, an Idaho corporation.

Signature of Notary Public
My Commission Expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____, the
(title) of Landlord, _____, an Idaho corporation.

Signature of Notary Public
My Commission Expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____, the
(title) of Landlord, _____, an Idaho corporation.

Signature of Notary Public
My Commission Expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____, the
(title) of Landlord, _____, an Idaho corporation.

Signature of Notary Public
My Commission Expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____, the
(title) of Landlord, _____, an Idaho corporation.

Signature of Notary Public
My Commission Expires: _____

Instrument # 257184

CHALLIS, CUSTER, IDAHO
10-09-2019 04:52:07 No. of Pages: 19
Recorded for: TITLEFACT, INC.
Lura H. Baker Fee: \$45.00
Ex-Officio Recorder Deputy: rr

*Recording Requested By,
And After Recording, Return To:*

Proterra Finance LLC, as Collateral Agent
c/o Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

73022 TS

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING
STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC,
as Collateral Agent

Mortgagee

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest, to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all real property located in Custer County, Idaho, and described on Part I of Exhibit A attached hereto (the "*Real Property*"); (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of the Real Property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property; (e) all buildings, improvements and landscaping now or hereafter erected or located on the Real Property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, the Real Property; (g) all mineral rights, oil and gas rights, and air rights; (h) all Water Assets (as defined below), (i) all interest or estate which Mortgagor now has or may hereafter acquire in the Real Property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of the Real Property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of the Real Property, and (j) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Property or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing)(collectively, the "*Subject Property*"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

1.3 Water Assets. "*Water Assets*" shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Property, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Property by virtue of the Real Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Property;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "*Secured Obligation*" and collectively, the "*Secured Obligations*"):

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "*Term Loan Agreement*"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*")

located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a “*Covered Structure*”), then while it is subject to such designation, the term “*Personal Property*” as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and Term Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor’s right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant’s or lessee’s performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a “*Lease*” and collectively, the “*Leases*”), together with any and all other rents, issues and profits of the Subject Property (collectively, “*Rents*”). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a “mortgagee in possession” for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee’s right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee’s written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee’s option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor’s sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor’s right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release

any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its

interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all

amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages: Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the sole discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages, Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "**Hazardous Materials**"), except in the ordinary course of Mortgagor's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental reports delivered to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "**Hazardous Materials Laws**"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "*Transfer*"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "*Interested Party*"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs,

alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or

prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email, in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or

communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Wavier. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

CLEAR SPRINGS FOODS, INC.,
an Idaho corporation




By: Jeffrey A. Jermunson

Its: President and CEO

STATE OF IDAHO)
) ss.
County of Latah

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson, known or identified to me to be the President & CEO CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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



Notary Public
Residing at Buhl Id
My commission expires: 12/30/2023



EXHIBIT A

Description of the Subject Property

Part I: Those certain parcels of land located in Custer County, State of Idaho, as more particularly described as follows:

PARCEL NO. 6

COMMENCING at the Northeast corner of Section 28, Township 8 North, Range 22 East of the Boise Meridian, Custer County, Idaho;
 RUNNING THENCE North 89°26'50" West along the Section line 2637.40 feet to the North ¼ corner of said Section 28;
 THENCE North 89°17'13" West along the Section line 2317.03 feet to the TRUE POINT OF BEGINNING;
 RUNNING THENCE North 56°07'10" West crossing into Section 21 a distance of 58.56 feet;
 THENCE South 63°20'59" West 40.08 feet;
 THENCE South 12°56'36" West Crossing into Section 28 a distance of 188.38 feet; THENCE North 46°05'24" West 172.31 feet;
 THENCE South 87°56'33" West 59.55 feet;
 THENCE South 57°09'03" West 267.04 feet;
 THENCE South 22°46'52" West 226.01 feet;
 THENCE South 49°12'12" West 813.85 feet;
 THENCE South 87°52'22" East 606.84 feet;
 THENCE North 39°56'11" East 414.14 feet;
 THENCE North 02°17'44" West 86.99 feet;
 THENCE North 56°33'57" East 245.09 feet;
 THENCE South 71°02'50" East 173.41 feet;
 THENCE South 40°32'17" East 260.69 feet;
 THENCE South 54°42'12" East 459.60 feet;
 THENCE North 22°01'03" East 627.14 feet;
 THENCE North 67°15'23" West 708.10 feet;
 THENCE North 56°07'10" West 151.42 feet To The TRUE POINT OF BEGINNING.

PARCEL NO. 7

A Road Access Easement, 40 feet in width, the centerline of which is described as follows;
 COMMENCING at the Northeast corner of Section 28, Township 8 North, Range 22 East of the Boise Meridian, Custer County, Idaho;
 RUNNING THENCE North 89°26'50" West along the Section line 2637.40 feet to the North ¼ corner of said section 28;
 THENCE North 00°40'25" East along the North-South center Section line 1920.23 feet to the TRUE POINT OF BEGINNING;
 RUNNING THENCE North 34°08'58" West 310.30 feet;

THENCE North 40°47'43" West 255.61 feet;
THENCE North 52°05'43" West 311.88 feet;
THENCE North 72°48'19" West 287.03 feet;
THENCE North 87°56'39" West 463.14 feet;
THENCE North 82°01'12" West 328.29 feet;
THENCE South 79°21'49" West 348.26 feet;
THENCE South 65°39'10" West 271.15 feet;
THENCE South 49°26'28" West 328.37 feet;
THENCE South 31°16'29" West 236.99 feet;
THENCE South 22°13'27" West 451.53 feet;
THENCE South 14°07'07" West 331.98 feet;
THENCE South 00°55'14" East 279.31 feet;
THENCE South 25°20'24" East 257.71 feet;
THENCE South 19°36'36" East 434.98 feet;
THENCE South 09°40'29" East 190.62 feet;
THENCE South 37°25'36" East 270.28 feet to the boundary of the above described
Parcel No. 6, being the end of said easement. Sidelines of said easement to be
extended or shortened to provide a continuous line.

Part II: Those certain water rights appurtenant to or associated with the land described in Part I,
including but not limited to:

Lost River Brood Farm (Custer County, Idaho): 34-7034

Recording Requested By,
And After Recording, Return To:

Proterra Finance LLC, as Collateral Agent
c/o Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

Instrument # 266428

GOODING COUNTY, GOODING, IDAHO
10-09-2019 17:40:19 No. of Pages: 28
Recorded for: TITLEFACT, INC.
DENISE GILL Fee: \$45.00
Ex-Officio Recorder Deputy: EK
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

73022 TS

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING
STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC,
as Collateral Agent

Mortgagee

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest, to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all real property located in Gooding County, Idaho, and described on Part I of Exhibit A attached hereto (the "*Real Property*"); (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of the Real Property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property; (e) all buildings, improvements and landscaping now or hereafter erected or located on the Real Property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, the Real Property; (g) all mineral rights, oil and gas rights, and air rights; (h) all Water Assets (as defined below), (i) all interest or estate which Mortgagor now has or may hereafter acquire in the Real Property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of the Real Property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of the Real Property, and (j) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Property or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing)(collectively, the "*Subject Property*"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

1.3 Water Assets. "*Water Assets*" shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Property, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Property by virtue of the Real Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Property;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "*Secured Obligation*" and collectively, the "*Secured Obligations*"):

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "*Term Loan Agreement*"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*")

located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "*Covered Structure*"), then while it is subject to such designation, the term "*Personal Property*" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and Term Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "*Lease*" and collectively, the "*Leases*"), together with any and all other rents, issues and profits of the Subject Property (collectively, "*Rents*"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release

any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its

interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all

amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the sole discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages, Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "**Hazardous Materials**"), except in the ordinary course of Mortgagee's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental reports delivered to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "**Hazardous Materials Laws**"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "*Transfer*"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "*Interested Party*"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs,

alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or

prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email, in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or

communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Waiver. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

CLEAR SPRINGS FOODS, INC.,
an Idaho corporation



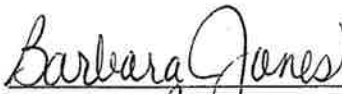
By: Jeffrey A. Jermunson

Its: President and CEO

STATE OF IDAHO)
) ss.
County of Blaine Falls

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson known or identified to me to be the President & CEO of CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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


Notary Public
Residing at Blaine Id
My commission expires: 12/30/2023

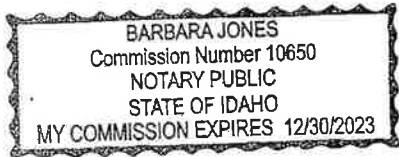


EXHIBIT A
Description of the Subject Property

Part I: Those certain parcels of land located in Gooding County, State of Idaho, as more particularly described as follows:

PARCEL NO. 11 Crystal Springs Farm

TOWNSHIP 9 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: Lots 14 and 15; Except any part thereof lying Northerly of the Canyon rim.

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

Section 18: Lot 11;

Section 7: Lots 8 and 9; Except any part thereof lying Northerly of the Canyon rim.

Said canyon rim shall be the North dividing line for the property. All the above legal subdivisions or such parts thereof as lie on the North side of the Snake River, between the river and the canyon rim and East of the tract of land as conveyed to Rim View Trout Co., by deed dated September 16, 1952 and recorded September 22, 1952 in Book 45 of Deeds, Page 412, records of said county.

PARCEL NO. 12 Crystal Springs Farm

TOWNSHIP 9 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: Beginning at a point from which the North quarter corner of said Section bears North 35°37' West, 2223 feet distant (as such point is identified and located in deed of record in Book 22, Page 162, records of said county) which is THE TRUE POINT OF BEGINNING;

Thence South 40°51' West, 1346 feet to a point on the North bank of Snake River, which is the second point;

Thence upstream along the North bank of the Snake River to a point;

Thence North on a course parallel with the East line of said Section 12, which course is 1250 feet East of said second point, to a point East of THE TRUE POINT OF BEGINNING;

Thence West to THE TRUE POINT OF BEGINNING.

Except any part thereof lying Northerly of the Canyon rim.

TOGETHER WITH the following described easement for road, as granted by Idaho Power Company, a Maine corporation, to Clear Springs Trout Sales, Inc., an Idaho corporation, recorded January 12, 1971 as Instrument Number 34169, Gooding County records, assigned to Clear Springs Trout Co. by an Assignment dated December 4, 1977, recorded as Instrument No. 68105, on January 10, 1978, records of Gooding, County, Idaho.

A 15 foot strip of land located in Lots 13 and 15 of Section 12, Township 9 South, Range 15, East of the Boise Meridian, more particularly described as follows:

**Commencing at the North quarter corner of said Section 12, from which the Northwest corner of said Section bears North 89°10' West;
Thence running South 35°37' East for 2,223.0 feet;
Thence South 40°51' West for 870 feet to THE REAL POINT OF BEGINNING;
Thence South 40°51' West for 500 feet, more or less, to the right bank of the Snake River;
Thence North 49°09' West along said river bank for 15 feet, more or less;
Thence North 40°51' East for 500 feet, more or less;
Thence South 49°09' East for 15.00 feet to THE REAL POINT OF BEGINNING, as shown on The records of the County Recorder for Gooding County, Idaho.**

TOGETHER WITH the following described easement for a ditch, as granted by Idaho Power Company, a Maine corporation, to Clear Springs Trout Sales, Inc., an Idaho corporation, recorded January 12, 1971 as Instrument Number 34170, Gooding County records, assigned to Clear Springs Trout Co. by an Assignment dated December 7, 1977, recorded as Instrument No. 68103, on January 10, 1978, records of Gooding County, Idaho.

An 80 foot strip of land located in Lots 12 and 13 of Section 12, Township 9 South, Range 15, East of the Boise Meridian, more particularly described as follows:

**Commencing at the North quarter corner of said Section 12, from which the Northwest corner of said Section bears North 89°10' West;
Thence running South 35°37' East for 2,223.0 feet;
Thence South 40°51' West for 958.5 feet to THE REAL POINT OF BEGINNING;
Thence describing a strip of land being 40 feet right and left of the following described centerline:
Thence North 34°35'30" West for 262.6 feet;
Thence North 47°28' West for 118.7 feet;
Thence North 70°46'30" West for 216.3 feet;
Thence South 89°20' West for 107.6 feet;
Thence North 75 °31' West for 174.2 feet;
Thence North 60°34' West for 357.1 feet to a point that lies South 10°29' West, 1,979.8 feet of said North quarter corner, as shown on the records of the County Recorder for Gooding County, Idaho.**

TOGETHER WITH the following described Right-of-way, as granted by Richard Kaster and Edith Kaster, husband and wife, to Clear Springs Trout Co., an Idaho corporation, recorded July 11, 1973 as Instrument Number 46155, Gooding County records.

A portion of Lot 2, the SW¹/₄NE¹/₄ and the SE¹/₄NE¹/₄, Section 28, Township 8 South, Range 14, East Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Beginning at the brass cap marking the West quarter corner of said Section 28;

Thence North 72°13'58" East for 1316.06 feet;
Thence North 46 °59' East for 1008.04 feet to THE REAL POINT OF BEGINNING, said point being the approximate Easterly high-water line of the Snake River;
Thence North 43 °01' West for 75.00 feet;
Thence North 46°59' East for 38.52 feet;
Thence North 59°58'15" East for 298.69 feet, more or less, to a point on the Northerly boundary of said Lot 2;
Thence South 89°48'08" East for 1838.48 feet along the Northerly boundary of Lot 2, the SW¼NE¼ and the SE¼NE¼;
Thence South 0°11'52" West for 200.0 feet;
Thence North 85°25'09" West for 654.22 feet;
Thence North 89°48'08" West for 1145.65 feet along a line 150 feet from and parallel to said Northerly boundary;
Thence South 59°58'15" West for 241.15 feet;
Thence South 46°59' West for 21.46 feet;
Thence North 43°01' West for 75.00 feet to THE REAL POINT OF BEGINNING.

PARCEL NO. 13 Clear Lake Farm

TOWNSHIP 9 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: A certain piece of property in the SW¼NE¼, more particularly described as follows:

Beginning at a point, said point being the section corner common to Sections 1 and 2, 35 and 36;
Thence South 0°12' East, 1968.90 feet to a point;
Thence South 81 °53' West, 1335.08 feet to a point;
Thence South 0°17' West, 110 feet to THE REAL POINT OF BEGINNING;
Thence South 84°15' West, 550.30 feet to a point;
Thence South 336.70 feet to a marked stone;
Thence South 89°51' East, 545.60 feet to the Southeast corner of the SW¼NE¼ of Section 2;
Thence North 0°17' East, 393.30 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM a Road Right of Way deeded to Lincoln County by Quitclaim Deed dated January 11, 1913, recorded January 13, 1913 in Book 22 Page 63 as Instrument Number 30894, Gooding County records.

PARCEL NO. 14 Snake River Farm

TOWNSHIP 9 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: A parcel of land in Lot 5, described as follows:

Commencing at a point, said point being the section corner common to Section 1, 2, 35 & 36;
Thence South 0°12' West a distance of 1,968.90 feet to a point, said point being THE REAL POINT OF BEGINNING;

Thence South 81°53' West a distance of 588.00 feet to a point;
Thence South 0°12' West a distance of 297.00 feet to a point;
Thence South 72°00' East a distance of 212.00 feet to a point;
Thence North 80°16' East a distance of 132.00 feet to a point;
Thence South 42°52' East a distance of 215.50 feet to a point;
Thence North 62°27' East a distance of 103.30 feet to a meander corner on the section line between Sections 2 & 1;
Thence North 0°12' East a distance of 537.18 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM a Road Right of Way deeded to Lincoln County by Quitclaim Deed dated January 11, 1913, recorded January 13, 1913 in Book 22 Page 63 as Instrument Number 30894, Gooding County records.

PARCEL NO. 15 Clear Lake Farm/ Processing Plant

TOWNSHIP 9 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: Part of the N½SE¼ described as follows:

Beginning at the South one quarter corner of said Section 2;
Thence along the West boundary line of said SE¼ North 0°39'40" East, 1972.59 feet, (North 0°54'10" East, 1972.06 feet) to the Northwest corner of the SW¼NW¼SE¼, said corner is also the TRUE POINT OF BEGINNING;
Thence along the North boundary line of The SW¼NW¼SE¼, South 89°43'53" East, 664.53 feet to the Northeast corner of said SW¼NW¼SE¼;
Thence along the East boundary line of said SW¼NW¼SE¼, South 0°37'06" West, 10.78 feet;
Thence South 88°50'50" East, 26.61 feet to a point which lies South 88°48'13" East, 691.16 feet (South 88°36'20" East, 691.16 feet) from the true point of beginning;
Thence along a meander line of the North Shore of Clear Lake the following Successive courses:
North 6°48'07" East, 159.88 feet (North 7°02'37" East, 159.88 feet)
North 86°53'41" East, 309.74 feet (North 87°08'11" East, 309.74 feet)
South 70°23'03" East, 147.88 feet (South 70°08'33" East, 147.88 feet)
South 34°07'56" East, 115.93 feet (South 33°53'26" East, 115.93 feet)
North 78°06'02" East, 148.81 feet (North 75°19'53" East, 104.51 feet) to a point on the West line of the Amended Dick Kaster lease boundary dated May 25, 1968 and recorded as Instrument Number 26377, records of Gooding County, Idaho;
Thence along said amended lease boundary line North 12°01'08" West, 618.02 feet to a point on the North boundary line of the NW¼SE¼, Section 2, (recorded as North 10°40.4' West, 614.55 feet in said amended lease), said point lies North 89°40'56" West, 95.14 feet from the Northeast corner of said NW¼SE¼;
Thence continuing along said North boundary line of the NW¼SE¼, North 89°40'56" West, 1,118.35 feet (North 89°42'49" West) to a point on the South Right-of-way line of Clear Springs Road, said point lies South 89°40'56" East, 114.58 feet from the Center one quarter corner of Section 2;
Thence along said South Right-of-way line on a curve to the left having an

interior angle of 4°03'55", a radius of 845.00 feet and a long chord bearing of South 69°15'10" West, 59.74 feet;
Thence along said South Right-of-way line on a curve to the right having an interior angle of 4°02'34", a radius of 895.00 feet and a long chord bearing of South 69°14'30" West, 63.14 feet to a point on the West boundary line of the NW¼SE¼ (South 77°28'04" West, 153.51 feet) said point lies South 0°39'40" West, 44.24 feet from the Center one quarter corner of Section 2;
Thence along said West boundary line South 0°39'40" West, 613.28 feet (South 0°54'10" West, 621.67 feet) to the TRUE POINT OF BEGINNING.

NOTE: Items identified in parenthesis are from a Lease-Option Agreement recorded February 18, 1972 as Instrument Number 039190, records of Gooding County, Idaho.

PARCEL NO. 16 Snake River Farm

TOWNSHIP 9 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 1: Part of Lots 5 and 12 described as follows:

Beginning at the Northwest corner of said Section 1;
Thence South 12°26'30" East, 2,315.58 feet to a point on the Southerly Right-of-way line of Clear Springs Road, said point lies North 52°32'16" East, 657.16 feet from the West one quarter corner of Section 1, (said point being described as the Northeast corner of a parcel in a deed dated November 10, 1965 and recorded as Instrument Number 16385), and is the TRUE POINT OF BEGINNING;
Thence the following successive courses:
Along a fence line South 16°18'58" East, 262.33 feet to a fence post(recorded as South 15°41' East, 260 feet);
Thence South 15°02'44" East, 425.47 feet to a concrete monument (recorded as South 15°41' East, 425 feet more or less in the above deed);
Thence South 30°44'40" West, 37.65 feet to a concrete monument (recorded as South 30°10' West, 37.7 feet in the above deed);
Thence South 67°00'16" West, 202.51 feet to a concrete monument (recorded as South 66°52' West, 202.7 feet in the above deed);
Thence South 7°12'24" East, 129.28 feet (said line being described as South 7°20'02" East, 129.28 feet in a deed dated October 25, 1979 and recorded as Instrument Number 79691, records of Gooding County, Idaho);
Thence North 62°47'00" East, 225.00 feet;
Thence South 86°15'00" East, 90.00 feet;
Thence North 83°38'32" East, 465.00 feet;
Thence North 0°00'00" East, 755.98 feet to a point on the Southerly Right- of-way line of Clear Springs Road;
Thence continuing along said South Right-of-way on a curve left having an interior angle of 5°42'00", a radius of 475.00 feet and a long chord bearing of North 84°49'45" West, 47.24 feet;
Thence along said South Right-of-way North 87°40'45" West, 490.00 feet;
Thence along said South Right-of way on a curve left having an interior angle of 16°00'00", a radius of 625.00 feet and a long chord bearing of South 84°19'15" West, 173.97 feet;

Thence along said South Right-of-way South 76°19'15" West, 38.07 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 17 Snake River Farm

TOWNSHIP 9 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 1: A tract of land located in Lots 5 and 12, and

Section 2: A tract of land located in Lots 5, 6 and 8 described as follows:

Commencing at a lava stone which is common to Section 35 and 36, Township 8 South, Range 14, East Boise Meridian, and to Section 1 and 2, Township 9 South, Range 14, East Boise Meridian, which stone is marked with five notches on the West side and one notch on the East side, and from which the quarter corner common to said Sections 2 and 35, as marked during the retracement of part of the North boundary of said Township 9 South in 1915, bears North 89°38' West;

Thence running South 0°22' West along a line which runs through a cross in a stone described in deed from Otis E. Syster and Mary E. Syster, husband and wife, to Idaho Power Company, recorded in Book 3 of Deeds at page 372, records of Gooding County, Idaho, as bearing South 0°12' West, and as being 1970 feet from said section corner, 2507 feet to the REAL POINT OF BEGINNING which is on the meander line as described in the above mentioned deed to Idaho Power Company, and from which an iron reinforcing bar bears North 62°27' East and is 2 feet in distance;

Thence running South 62°27' West along said meander line 125.5 feet;
Thence North 41°43' West along a line described in the above mentioned deed as bearing South 42°52' East 183 feet to a point which is described in said deed as being on a line which bears North 80°16' East and is 1099.6 feet from a stone on the West line of Lot 5 of said Section 2 and is also described in said deed as being on a line extended through the above mentioned stone and a lava witness stone;

Thence running South 82°05' West on the line between said stones extended for 44 feet;

Thence South 21°44' East along the present fence 97.3 feet;

Thence South 43°10' East along the present fence 153.6 feet;

Thence South 51°53' East along the present fence line 214.7 feet;

Thence South 58°30' East along the present fence 179.9 feet;

Thence South 56°35' East along the present fence 168.0 feet to a steel pipe corner post;

Thence South 52°57' East along the present fence for 82.9 feet;

Thence South 74°50' East along the present fence 110.9 feet;

Thence North 66°52' East along the present fence 202.7 feet;

Thence North 30°40' East along the present fence 37.7 feet to a fence corner post;

Thence North 15°41' West approximately 425 feet to the southern end of the present fence;

Thence North 15°41' West along said fence 260 feet more or less to the Southerly right-of-way of the present county road;

Thence Westerly along said right-of-way 525 feet more or less, to its

intersection with the line running between the above described section corners and the real point of beginning;
Thence South 0°22' West along said line 220 feet more or less, to the real point of beginning.

PARCEL NO. 18 Clear Lake II Farm

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Sections 1 and 2: A parcel of land located in a portion of Government Lot 12 of Section 1 and a portion of Government Lots 5, 6, 8 and NW¼SE¼ of Section 2, described as follows:

Commencing at the North quarter corner of Section 2, Township 9South, Range 14 East Boise Meridian, marked by a 5/8 inch rebar with plastic cap stamped PELS 3260 as described In Corner Perpetuation Instrument No. 105192;

Thence South 00°59'29" West along the meridional centerline of said Section 2 (basis of bearing per central meridian of central zone of Idaho State Plane coordinate system), a distance of 2669.71 feet to the center quarter corner of said Section 2, marked by a 5/8 inch rebar with plastic cap stamped PELS 3260 as described in Corner Perpetuation Instrument No. 105196;

Thence South 89°21'07" East along the latitudinal centerline of said Section 2 a distance of 1232.95 feet, being the Northwest corner of a parcel of land described In Deed Instrument No. 125633, also being THE POINT OF BEGINNING;

Thence along the Northerly boundary line of said parcel of land described in Deed Instrument No. 125633 for the next three courses;

Continuing South 89°21'07" East a distance of 95.12 feet;

North 00°54'21" East a distance of 75.24 feet;

North 80°46'55" East a distance of 932.50 feet to the Northeast corner of said parcel of land described In Deed Instrument No. 125633, common to the Northwest corner of a parcel of land described in Deed Instrument No. 197431;

Thence South 85°29'04" East along the Northerly boundary line of said parcel of land described In Deed Instrument No.197431; a distance of 134.03 feet to the Northeast corner of said parcel of land described in Deed Instrument No. 197431;

Thence in a Southeasterly direction for the next eight courses on the Easterly boundary line of a parcel of land described In said Deed Instrument No. 197431 and Deed Instrument No. 79691 and the Westerly boundary line of a parcel of land described In Deed Instrument No. 89238 and 104634;

South 21°12'32" East a distance of 97.30 feet;

South 42°43'17" East a distance of 153.38 feet;

South 51°30'54" East a distance of 214.44 feet;

South 58°06'57" East a distance of 179.61 feet;

South 55°32'52" East a distance of 167.26 feet;

South 53°17'37" East a distance of 83.05 feet;

South 74°05'32" East a distance of 110.81 feet;

South 06°52'35" East a distance of 129.28 feet the Southeast corner of a parcel of land described In Deed Instrument No. 79691, also being a point on

the Northerly boundary line of a parcel of land described In Deed Instrument No. 199356;

Thence In a Westerly direction for the next four courses, along the Northerly boundary line of said parcel of land described in Instrument No. 199356, and the Southerly boundary line of said parcels of land described In Deed Instrument No. 79691, 197431 and 125633;

South 83°58'21" West a distance of 1195.54 feet;

North 81°27'29" West a distance of 98.83 feet;

North 58°07'39" West a distance of 119.95 feet;

South 85°36'22" West distance of 424.77 feet to the Southwest corner of said parcel of land described In Deed Instrument No. 125633;

Thence North 11°41'19" West along the Westerly boundary line of said parcel of land described In Deed Instrument No. 125633; common with Easterly boundary line of a parcel of land described In Deed Instrument No.104634, a distance of 614.52 feet to THE POINT OF BEGINNING.

PARCEL NO. 19

PARCEL 19-A Clear Lake Farm

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: A parcel of land located In the SW¹/₄NE¹/₄ and the NW¹/₄SE¹/₄, more particularly described as follows:

Beginning at the Northwest corner of the NE¹/₄ of said Section 2;

Thence South 0°39'40" West a distance 2669.71 feet to the Southwest corner of said SW¹/₄NE¹/₄ and THE TRUE POINT OF BEGINNING;

Thence North 0°39'40" East a distance of 207.00 feet along the Westerly boundary of said SW¹/₄NE¹/₄ to the North rim of the Snake River Canyon;

Thence North 88°30'15" East a distance of 221.05 feet along the rim of said Canyon;

Thence North 85°21'37" East a distance of 225.13 feet along the rim of said Canyon;

Thence North 75°52'02" East a distance of 346.84 feet along the rim of said Canyon;

Thence South 0°17'31" West a distance of 320.00 feet to the Southerly boundary of said SW¹/₄NE¹/₄;

Thence North 89°40'56" West a distance of 667.91 feet along the Southerly boundary of said SW¹/₄NE¹/₄ to the Southerly boundary of a county road;

Thence Westerly along the Southerly boundary of said county road 59.94 feet on the arc of a curve to the left with a radius of 845.00 feet, a central angle of 4°03'52" and a chord which bears South 69°15'37" West a distance of 59.93 feet to a point of reverse curvature;

Thence continuing Westerly along the Southerly boundary of said County Road a distance of 63.15 feet on the arc of a curve to the right with a radius of 895.00 feet, a central angle of 4°02'34" and a chord which bears South 69°15'30" West a distance of 63.14 feet to the Westerly boundary of said NW¹/₄SE¹/₄;

Thence North 0°39'40" East a distance of 44.24 feet along the Westerly boundary of said NW¹/₄SE¹/₄ to THE TRUE POINT OF BEGINNING.

PARCEL NO. 19B Clear Lake Farm

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: That portion of land lying in the most Northwesterly corner of the NW¹/₄SE¹/₄ of the property described in Parcel 9-A above.

PARCEL NO. 20

PARCEL NO. 20-A Clear Lake Farm – Lake and Island

A tract of land located in Government Lots 5 and 13, Section 1 and Government Lots 6, 8 and 9 and the NW¹/₄SE¹/₄ of Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at a point on the Westerly boundary of said Government Lot 12, Section 1 which point bears South 00°29'23" West a distance of 560.75 feet from the West Quarter corner of said Section 1;
Thence North 83°38'32" East a distance of 524.37 feet;
Thence North 62°47'00" East a distance of 225.00 feet;
Thence South 86°15'00" East a distance of 90.00 feet;
Thence South 59°59'01" West a distance of 297.36 feet;
Thence North 78°23'00" West a distance of 154.72 feet;
Thence South 64°18'46" West a distance of 151.88 feet;
Thence South 41°18'09" West a distance of 147.09 feet;
Thence South 48°10'37" West a distance of 202.43 feet;
Thence South 48°17'31" West a distance of 172.98 feet;
Thence South 42°52'42" West a distance of 252.60 feet;
Thence South 35°20'33" West a distance of 157.21 feet;
Thence South 79°44'53" West a distance of 168.12 feet;
Thence North 86°46'33" West a distance of 183.18 feet;
Thence South 50°34'36" West a distance of 39.29 feet;
Thence North 89°46'51" West a distance of 603.30 feet;
Thence North 62°33'00" West a distance of 46.00 feet;
Thence South 77°28'00" West a distance of 46.00 feet;
Thence North 50°32'00" West a distance of 110.00 feet;
Thence North 90°00'00" West a distance of 40.00 feet;
Thence North 52°42'00" West a distance of 132.00 feet;
Thence North 90°00'00" West a distance of 35.00 feet;
Thence North 54°28'00" West a distance of 43.00 feet;
Thence North 36°52'00" West a distance of 200.00 feet;
Thence North 13°00'00" West a distance of 266.00 feet;
Thence North 42°44'13" West a distance of 52.95 feet;
Thence North 05°51'30" East a distance of 143.70 feet;
Thence North 85°52'10" East a distance of 277.70 feet;
Thence South 73°54'30" East a distance of 155.10 feet;
Thence South 35°44'20" East a distance of 131.80 feet;
Thence South 88°38'20" East a distance of 43.00 feet;
Thence North 62°25'33" East a distance of 120.79 feet;

Thence North 85°16'33" East a distance of 424.77 feet;
Thence South 58°27'28" East a distance of 119.95 feet;
Thence South 81°47'18" East a distance of 98.83 feet;
Thence North 83°38'30" East a distance of 671.17 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 20-B Clear Lake Farm – Lake and Island

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 1: A tract of land located in Government Lots 5, 6, 12 and 13, more particularly described as follows:

Beginning at a point on the Westerly boundary of said Government Lot 12, Section 1, which point bears South 00°29'23" West a distance of 560.75 feet from the West Quarter corner of said Section 1;
Thence North 83°38'32" East a distance of 524.37 feet;
Thence North 62°47'00" East a distance of 225.00 feet;
Thence South 86°15'00" East a distance of 90.00 feet to THE TRUE POINT OF BEGINNING;
Thence North 83°38'32" East a distance of 465.00 feet;
Thence North 00°00'00" East a distance of 755.98 feet to a point on curve on the Southerly boundary of Clear Lakes Road;
Thence Southeasterly 126.83 feet on the arc of a non-tangent curve to the right with a radius of 475.00 feet, a central angle of 15°17'55", and a chord which bears South 74°19'42" East distance of 126.45 feet a point of tangency;
Thence South 66°40'45" East a distance of 77.94 feet continuing along the Southerly boundary of said Clear Lakes Road;
Thence leaving said Southerly boundary of Clear Lakes Road South 44°34'30" West a distance of 204.21 feet;
Thence South 00°00'00" West a distance of 590.24 feet;
Thence South 83°38'32" West a distance of 463.30 feet;
Thence North 49°14'33" West a distance 68.24 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: A parcel previously conveyed and known as an irrigation pump site located in Government Lots 5 and 6 in Section 1, more particularly described as follows:

Beginning at the West Quarter corner of said Section 1;
Thence North 77°41'14" East a distance of 1298.25 feet to THE TRUE POINT OF BEGINNING;
Thence North 46°08'46" East a distance of 27.00 feet;
Thence South 41°13'50" East a distance of 45.00 feet;
Thence South 44°34'30" West a distance of 30.00 feet;
Thence North 37°33'37" West a distance of 46.05 feet to THE TRUE POINT OF BEGINNING.

Part II: Those certain water rights appurtenant to or associated with the land described in Part I, including but not limited to:

Clear Lake, Clear Lake II, Crystal Springs, Processing Plant and Snake River (Gooding County, Idaho):
36-2048, 36-2659, 36-2703, 36-2708, 36-4013A, 36-4013B, 36-4013C, 36-7004, 36-7083, 36-7148, 36-7201, 36-7218, 36-7568, 36-8639, Permit 36-16156

Recording Requested By,
And After Recording, Return To:

Proterra Finance LLC, as Collateral Agent
c/o Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

73022 TS

Instrument # 266434

GOODING COUNTY, GOODING, IDAHO
10-09-2019 17:40:19 No. of Pages: 25
Recorded for: TITLEFACT, INC.
DENISE GILL Fee: \$45.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING
STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC
as Collateral Agent

Mortgagee

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest to Mortgagee, with the right of entry and possession, all Mortgagor's right, title and interest (i) in all leases described in Exhibit B hereto, (as supplemented, amended and restated from time to time, the "*Leases*," or the "*Lease*" as the case may be) and any and all present and future leases or and all leasehold rights and other rights in and to all or any part of those certain lots, pieces of land lying and being in Gooding County, State of Idaho, bounded and described in Part I of Exhibit A attached hereto and hereby made a part of this Mortgage (the "*Real Estate*"), (ii) granted to Mortgagor pursuant to the Lease in all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (collectively, the "*Improvements*"), (iii) granted to Mortgagor pursuant to the Lease in all of the easements, rights, privileges, franchises, rights-of-way, streets, alleys, sewer rights, and other emblements, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, now or hereafter thereunto belonging or in any way appertaining to the Real Estate and/or the Improvements, or under or above the same or any part or parcel thereof, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired (collectively, the "*Appurtenant Rights*"), (iv) granted to Mortgagor pursuant to the Lease in all leases, licenses, and agreements arising out of Mortgagor's leasehold interest in the Real Estate and/or the Improvements, whether now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits arising from the use or enjoyment of all or any portion of the Real Estate or the Improvements (collectively, the "*Rents and Profits*"), (v) granted to Mortgagor pursuant to the Lease in all mineral rights, oil and gas rights, and air rights (the "*Land Rights*"); (vi) granted to Mortgagor pursuant to the Lease in the Water Assets; (as defined below); (vii) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Estate or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing), and (viii) all other or greater rights and interests of every nature in the Real Estate and/or the Improvements and in the possession or use thereof and income therefrom, whether now owned, leased or hereafter acquired

by Mortgagor (collectively, the "**Remaining Rights**"). (The Real Estate, the Improvements, the Appurtenant Rights, the Land Rights, the Water Assets, the Personal Property, the Rents and Profits and the Remaining Rights, collectively, the "**Subject Property**".) The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 **Address.** The address of the Real Estate (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control. The fee owner of the Real Estate is Mark Sheldon, Personal Representative of Howard L. Sheldon Estate, as to an undivided 4/20th interest; George M. Sheldon and Phyllis M. Sheldon, trustees of the Sheldon Family Revocable Trust as to undivided 8/20th interest; Myron Sheldon and Elena Sheldon, husband and wife, as to an undivided 6/20th interest; Edith M. Kaster, individually and The Richard and Edith Kaster Living Trust, dated December 20, 2002, as to an undivided 2/20th interest.

1.3 **Water Assets.** "**Water Assets**" shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising, to the extent granted to Mortgagor pursuant to the Lease, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Estate, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Estate is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Estate by virtue of the Real Estate being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Estate or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Estate;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "*Secured Obligation*" and collectively, the "*Secured Obligations*"):

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "*Term Loan Agreement*"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "*Covered Structure*"), then while it is subject to such designation, the term "*Personal Property*" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and the Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, an "*Assigned Lease*" and collectively, the "*Assigned Leases*"), together with any and all other rents, issues and profits of the Subject Property (collectively, "*Rents*"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Assigned Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee's written request, such additional documents as Mortgagee may

reasonably request to further evidence the assignment to Mortgagee of any and all Assigned Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Assigned Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Assigned Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Assigned Lease; (ii) not to modify any Assigned Lease in any material respect, nor accept surrender under or terminate the term of any Assigned Lease; (iii) not to anticipate the Rents under any Assigned Lease; and (iv) not to waive or release any lessee or tenant of or from any Assigned Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Assigned Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Assigned Lease, and to waive or release any lessee or tenant of or from any Assigned Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Assigned Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Assigned Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Assigned Lease, and of any notice of default on the part of Mortgagor under any Assigned Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Assigned Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a

lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages: Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured

Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "*Hazardous Materials*"), except in the ordinary course of Mortgagor's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental assessment reports deliver to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "*Hazardous Materials Laws*"), including without limitation, the

Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened in writing against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including,

but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "*Transfer*"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "*Interested Party*"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the

foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under

this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email,

in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such

notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Waiver. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

ARTICLE 7 LEASEHOLDS PROVISIONS

7.1 Mortgagor's right to cure default. Mortgagor will at all times fully perform and comply with all material agreements, covenants, terms, and conditions imposed on or assumed by it under the Lease. If Mortgagor shall fail to do so, Mortgagee may, but shall not be obligated to, take any action Mortgagee deems necessary or reasonable to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under the Lease. On receipt by Mortgagee from the Landlord (defined in Landlord Consent attached hereto as Exhibit C) under the Lease of any written notice of default by the Mortgagor as lessee under the Lease, Mortgagee may rely on the notice and take any action stated above to cure the default even though the existence of the default or the nature of the default is questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor grants to Mortgagee, and agrees that Mortgagee shall have, the right to enter in and on the encumbered premises or any part of them to such extent and as often as Mortgagee, in its sole discretion, deems necessary or reasonable in order to prevent or to cure any such default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its reasonable discretion deems necessary for any such purpose, and Mortgagor agrees to pay to Mortgagee all such sums so paid and expended by Mortgagee. All sums so paid and expended by Mortgagee and the interest on such sums shall be added to and be secured by the lien of this Mortgage.

7.2 Prohibition Against Surrendering Leasehold or Modifying Lease. Mortgagor will not surrender the leasehold estate and interest described above, nor terminate or cancel the Lease and will not, without Mortgagee's express written consent, materially modify, change, supplement, alter, or amend the Lease either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration, or amendment of the Lease without Mortgagee's prior written consent shall be void and of no force and effect.

7.3 No Waiver of Obligations. No release or forbearance of any of Mortgagor's obligations under the Lease, pursuant to the Lease or otherwise, shall release Mortgagor from any of Mortgagor's obligations under this Mortgage, including, but not limited to, the obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions, and agreements contained in the Lease, to be kept, performed, and complied with by Mortgagor as lessee under the Lease.


7.4 Fee title to remain separate and distinct. Unless Mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by the Lease and the leasehold estate shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in the Mortgagee or Landlord, or in a third party by purchase or otherwise.

[Signature on Following Page]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

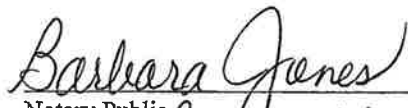
CLEAR SPRINGS FOODS, INC.,
an Idaho corporation


By: Jeffrey A. Jermunson
Its: President and CEO

STATE OF IDAHO)
County of Twin Falls) ss.

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson known or identified to me to be the President & CEO of CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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


Notary Public
Residing at Buhl, Id
My commission expires: 12/30/2023

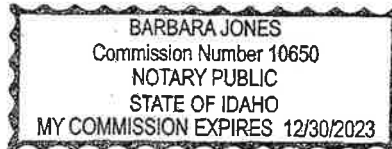


EXHIBIT A
Description of the Subject Property

Part I: Those certain parcels of land located in Gooding County, State of Idaho, as more particularly described as follows:

PARCEL NO. 21 Briggs Creek East Farm – Leased

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 4: A parcel of land located In the E½, being more particularly described as follows:

**Commencing at the East¼ USGS survey marker 1917;
Thence 266° West for a distance of 660 feet;
Thence 211° SSW for a distance of 288 feet;
Thence 297° WNW for a distance of 183 feet;
Thence 326° NW for a distance of 207 feet
Thence 97° East for a distance of 600 feet;
Thence 332° NNW for a distance of 240 feet;
Thence 349° North for a distance of 318 feet to THE TRUE POINT OF BEGINNING.**

TOGETHER WITH:

1. An access easement for the purpose of ingress and egress, said easement being on, over, under and across the existing road being used at this time to access the described parcel.

Part II: Those certain water rights appurtenant to or associated with the land described in Part I, including but not limited to:

Briggs East (Gooding County, Idaho): 36-7538

EXHIBIT B
Description of the Lease

That certain Lease dated as of the 1st day of February, 2014, by and between IRLE RANCH, INC., an Idaho corporation, as lessor, and CLEAR SPRINGS FOODS, INC., an Idaho corporation, as lessee, for the property described in Exhibit A above and commonly known as Briggs Ranch, East Facility.

EXHIBIT C
Landowner Consent

[attached]

LANDLORD CONSENT

Irle Ranch, Inc., an Idaho corporation, having a mailing address of P.O. 443, Buhl, Idaho 83316 ("Landlord") hereby consents and agrees as follows:

1. Consent to Mortgage. Landlord and Clear Springs Foods, Inc. ("Tenant") entered into that certain Lease for Briggs Creek East and West Farms, dated February 1, 2014 (the "Lease"), whereby Landlord leased to Tenant that certain land as further described in the Lease. Landlord hereby consents to the Leasehold Mortgage and Assignment of Rents and Leases dated _____ (the "Mortgage") as an encumbrance on the Lease and the associated leasehold rights (the "Leasehold"), and to the foreclosure or enforcement thereof or the assignment of the Lease in lieu of such foreclosure or enforcement.

2. Preservation of Leasehold Benefits. Until such time as the mortgagee under the Mortgage (the "Mortgagee") notifies Landlord in writing that the "Obligations" as defined under the Mortgage have been satisfied, Landlord agrees:

(a) Voluntary Leasehold Termination. That Landlord will not voluntarily cancel or surrender the Lease, or amend the Lease to increase the obligations of Tenant or the rights of Landlord thereunder, without the prior written consent of Mortgagee;

(b) Effect of Tenant Waiver. That Landlord will not enforce against Mortgagee any waiver or election made by Tenant under the Lease which has a material adverse effect on the value of the Leasehold without the prior written consent of Mortgagee;

(c) Notice to Mortgagee. That Landlord will concurrently deliver to Mortgagee a copy of any notice given by Landlord to Tenant under the Lease, and no such notice shall be effective unless the concurrent copy thereof is delivered to Mortgagee;

(d) Mortgagee Right to Cure Defaults. That Mortgagee shall have the right (but not the obligation) to cure without penalty any default by Tenant under the Lease, and Landlord will allow Mortgagee and its representatives access to the property under the Mortgage (the "Premises") for the purpose of effecting such cure; any cure by Mortgagee shall have the same effect as cure by Tenant. Mortgagee shall have the right to cure defaults by Tenant on or before the following dates:

(1) For defaults that may be cured by the payment of money, the date that is five days after the date of receipt by Mortgagee of a notice stating that Tenant has failed to pay the amount in question by the last day permitted under this Lease;

(2) For all other defaults, 30 days after the date of receipt by Mortgagee of a notice stating that Tenant has failed to perform the obligation in question by the last day permitted under this Lease; provided, however, that (A) if it is not reasonably possible to effect cure within 30 days, no default shall occur under this Lease so long as Mortgagee shall commence cure within such 30-day period and thereafter diligently prosecute cure to completion, and (B) if it is necessary for Mortgagee to obtain possession of the Premises in order to effect cure, the period within which Mortgagee is permitted to effect cure shall be extended by the time that is required for Mortgagee to obtain such possession, including the period required to obtain the appointment of a receiver, if Mortgagee elects to obtain such appointment, and to complete any foreclosure, and any period during which appointment of a receiver and/or foreclosure are subject to an automatic or judicially-imposed stay.

- (e) Replacement Lease. That, if Mortgagee makes written request for the same within 15 days after Mortgagee receives written notice of termination of the Lease, Landlord will enter a new lease with Mortgagee commencing on the date of termination of the Lease and ending on the normal expiration date of the Lease, on substantially the same terms and conditions as the Lease and with the same priority as against any subleases or other interests in the Premises; provided that Mortgagee cures all unpaid monetary defaults under the Lease through the date of such termination;
- (f) Recognition of New Tenant. That, following foreclosure or enforcement of the Mortgage, or assignment in lieu thereof, Landlord will recognize the purchaser or assignee of the leasehold as the Tenant under the Lease;
- (g) Obligations of New Tenant. That, following any foreclosure, enforcement or assignment described in subparagraph (f), the new Tenant shall be personally obligated only for performance of obligations under the Lease commencing as of the date of such foreclosure, enforcement or assignment and ending as of the date of any assignment of the Lease to a successor Tenant;
- (h) Assignment by New Tenant. That, following any foreclosure enforcement or assignment described in subparagraph (f), the new Tenant shall have the right to assign the Leasehold subject to the written consent of Landlord, which consent shall not be unreasonably withheld or delayed;
- (i) Insurance or Condemnation Proceeds. That Landlord will pay to Mortgagee any proceeds from insurance or condemnation of the Premises that are payable to Tenant under the Lease, for disposition as provided in the Mortgage;
- (j) Insurance and Condemnation Proceedings. That Landlord will provide reasonable prior notice to Mortgagee of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Premises and will permit Mortgagee to participate therein as an interested party.
- (3) Right to Pay Taxes and Senior Mortgage. Mortgagee shall have the right (but not the obligation) to pay any taxes payable by Landlord with respect to the Premises, and to cure any monetary or non-monetary default by Landlord under any mortgage or other encumbrance on the Premises which has priority over the Lease; and, if Mortgagee does so pay or cure, Landlord agrees that it will reimburse Mortgagee for the amount thereof promptly following request by Mortgagee therefor.
- (4) No Merger. The Leasehold shall not merge with the fee interest in the Premises, notwithstanding ownership of the Leasehold and the fee by the same person, without the prior written consent of Mortgagee.
- (5) Estoppel Certificates. Landlord agrees from time to time, within a reasonable period following request by Mortgagee therefor, to provide to Mortgagee an estoppel certificate in a reasonable format provided by Mortgagee, certifying as to the absence of any modification to, or default under, the Lease (or setting forth such modification or default, if applicable) and as to the status of payment of rent and other amounts by the Tenant thereunder.
- (6) No Lien on Personal Property. Landlord acknowledges that any equipment or other personal property of Tenant now or hereafter located on the Premises shall be and remain the personal property of Tenant and shall not become a part of the Premises; Landlord expressly waives any lien on any such equipment or other personal property of Tenant. To the extent that Tenant grants a lien or security

interest in such equipment or other personal property to Mortgagee to secure the Obligations, Landlord agrees that, upon enforcement or exercise by Mortgagee of any of its rights with respect thereto, Landlord shall afford Mortgagee reasonable access to the Premises for the purpose of preserving its interests therein or enforcing or exercising such rights, subject to the payment by Mortgagee to Landlord of a daily rental at the rate provided for the Lease.

(7) Landlord Bankruptcy.

(a) Notification of Bankruptcy. If a bankruptcy proceeding is filed by or against Landlord, Landlord shall immediately notify Mortgagee of such filing and shall deliver a copy of all notices, pleadings, schedules, and similar materials regarding the bankruptcy proceedings to Mortgagee.

(b) Waiver of Right to a Section 363(f) Property Sale. Landlord acknowledges that (i) Tenant seeks to construct improvements on the Premises using proceeds of the loan provided by Mortgagee under the Loan Documents, and (ii) it would be unfair to both Tenant and Mortgagee to sell the Premises free and clear of the Leasehold. Therefore, Landlord waives its right to sell Landlord's fee interest in the Premises pursuant to section 363(f) of the Bankruptcy Code, free and clear of the Leasehold.

(c) Automatic Objection to a Section 363(f) Property Sale. If a bankruptcy proceeding is filed by or on behalf of Landlord, Landlord agrees as follows: (i) Tenant shall be presumed to have objected to any attempt by Landlord to sell the fee interest free and clear of the Leasehold; (ii) if Tenant does not so object, Mortgagee shall have the right to so object on its own behalf or on behalf of Tenant; and (iii) in connection with any such sale, Tenant shall not be deemed to have received adequate protection under section 363(e) of the Bankruptcy Code, unless it shall have received and paid over to Mortgagee outstanding balance of the Obligations.

(d) Mortgagee Authorized to Act on Behalf of Tenant in Any Proceeding. Landlord recognizes that Mortgagee is authorized on behalf of the Tenant to vote, participate in, or consent to any bankruptcy, insolvency, receivership or court proceeding concerning the Leasehold.

[Signature on Following Page]

Recording Requested By,
And After Recording, Return To:

Protterra Finance LLC, as Collateral Agent
c/o Protterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

73022 TS

Instrument # 266430
GOODING COUNTY, GOODING, IDAHO
10-09-2019 17:40:19 No. of Pages: 25
Recorded for: TITLEFACT, INC.
DENISE GILL Fee: \$45.00
Ex-Officio Recorder Deputy: EK
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING
STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC
as Collateral Agent

Mortgagee

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest to Mortgagee, with the right of entry and possession, all Mortgagor's right, title and interest (i) in all leases described in Exhibit B hereto, (as supplemented, amended and restated from time to time, the "*Leases*," or the "*Lease*" as the case may be) and any and all present and future leases or and all leasehold rights and other rights in and to all or any part of those certain lots, pieces of land lying and being in Gooding County, State of Idaho, bounded and described in Part I of Exhibit A attached hereto and hereby made a part of this Mortgage (the "*Real Estate*"), (ii) granted to Mortgagor pursuant to the Lease in all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (collectively, the "*Improvements*"), (iii) granted to Mortgagor pursuant to the Lease in all of the easements, rights, privileges, franchises, rights-of-way, streets, alleys, sewer rights, and other emblements, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, now or hereafter thereunto belonging or in any way appertaining to the Real Estate and/or the Improvements, or under or above the same or any part or parcel thereof, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired (collectively, the "*Appurtenant Rights*"), (iv) granted to Mortgagor pursuant to the Lease in all leases, licenses, and agreements arising out of Mortgagor's leasehold interest in the Real Estate and/or the Improvements, whether now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits arising from the use or enjoyment of all or any portion of the Real Estate or the Improvements (collectively, the "*Rents and Profits*"), (v) granted to Mortgagor pursuant to the Lease in all mineral rights, oil and gas rights, and air rights (the "*Land Rights*"); (vi) granted to Mortgagor pursuant to the Lease in the Water Assets; (as defined below); (vii) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Estate or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing), and (viii) all other or greater rights and interests of every nature in the Real Estate and/or the Improvements and in the possession or use thereof and income therefrom, whether now owned, leased or hereafter acquired

by Mortgagor (collectively, the “*Remaining Rights*”). (The Real Estate, the Improvements, the Appurtenant Rights, the Land Rights, the Water Assets, the Personal Property, the Rents and Profits and the Remaining Rights, collectively, the “*Subject Property*”). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Real Estate (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control. The fee owner of the Real Estate is Mark Sheldon, Personal Representative of Howard L. Sheldon Estate, as to an undivided 4/20th interest; George M. Sheldon and Phyllis M. Sheldon, trustees of the Sheldon Family Revocable Trust as to undivided 8/20th interest; Myron Sheldon and Elena Sheldon, husband and wife, as to an undivided 6/20th interest; Edith M. Kaster, individually and The Richard and Edith Kaster Living Trust, dated December 20, 2002, as to an undivided 2/20th interest.

1.3 Water Assets. “*Water Assets*” shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising, to the extent granted to Mortgagor pursuant to the Lease, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Estate, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor’s right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Estate is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Estate by virtue of the Real Estate being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Estate or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Estate;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "**Secured Obligation**" and collectively, the "**Secured Obligations**"):

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "**Term Loan Agreement**"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "*Covered Structure*"), then while it is subject to such designation, the term "*Personal Property*" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and the Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, an "*Assigned Lease*" and collectively, the "*Assigned Leases*"), together with any and all other rents, issues and profits of the Subject Property (collectively, "*Rents*"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Assigned Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee's written request, such additional documents as Mortgagee may

reasonably request to further evidence the assignment to Mortgagee of any and all Assigned Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Assigned Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Assigned Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Assigned Lease; (ii) not to modify any Assigned Lease in any material respect, nor accept surrender under or terminate the term of any Assigned Lease; (iii) not to anticipate the Rents under any Assigned Lease; and (iv) not to waive or release any lessee or tenant of or from any Assigned Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Assigned Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Assigned Lease, and to waive or release any lessee or tenant of or from any Assigned Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Assigned Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Assigned Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Assigned Lease, and of any notice of default on the part of Mortgagor under any Assigned Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Assigned Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a

lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured

Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "*Hazardous Materials*"), except in the ordinary course of Mortgagor's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental assessment reports deliver to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "*Hazardous Materials Laws*"), including without limitation, the

Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened in writing against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including,

but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "**Transfer**"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "**Interested Party**"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the

foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under

this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email,

in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such

notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Wavier. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

ARTICLE 7 LEASEHOLDS PROVISIONS

7.1 Mortgagor's right to cure default. Mortgagor will at all times fully perform and comply with all material agreements, covenants, terms, and conditions imposed on or assumed by it under the Lease. If Mortgagor shall fail to do so, Mortgagee may, but shall not be obligated to, take any action Mortgagee deems necessary or reasonable to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under the Lease. On receipt by Mortgagee from the Landlord (defined in Landlord Consent attached hereto as Exhibit C) under the Lease of any written notice of default by the Mortgagor as lessee under the Lease, Mortgagee may rely on the notice and take any action stated above to cure the default even though the existence of the default or the nature of the default is questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor grants to Mortgagee, and agrees that Mortgagee shall have, the right to enter in and on the encumbered premises or any part of them to such extent and as often as Mortgagee, in its sole discretion, deems necessary or reasonable in order to prevent or to cure any such default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its reasonable discretion deems necessary for any such purpose, and Mortgagor agrees to pay to Mortgagee all such sums so paid and expended by Mortgagee. All sums so paid and expended by Mortgagee and the interest on such sums shall be added to and be secured by the lien of this Mortgage.

7.2 Prohibition Against Surrendering Leasehold or Modifying Lease. Mortgagor will not surrender the leasehold estate and interest described above, nor terminate or cancel the Lease and will not, without Mortgagee's express written consent, materially modify, change, supplement, alter, or amend the Lease either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration, or amendment of the Lease without Mortgagee's prior written consent shall be void and of no force and effect.

7.3 No Waiver of Obligations. No release or forbearance of any of Mortgagor's obligations under the Lease, pursuant to the Lease or otherwise, shall release Mortgagor from any of Mortgagor's obligations under this Mortgage, including, but not limited to, the obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions, and agreements contained in the Lease, to be kept, performed, and complied with by Mortgagor as lessee under the Lease.

7.4 Fee title to remain separate and distinct. Unless Mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by the Lease and the leasehold estate shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in the Mortgagee or Landlord, or in a third party by purchase or otherwise.

[Signature on Following Page]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

CLEAR SPRINGS FOODS, INC.,
an Idaho corporation



By: Jeffrey A. Jermunson

Its: President and CEO

STATE OF IDAHO)
) ss.
County of Blaine Falls

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson known or identified to me to be the President & CEO of CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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

Barbara Jones
Notary Public
Residing at Boise Id
My commission expires: 12/30/2023

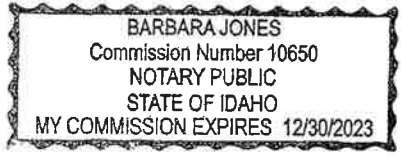


EXHIBIT A
Description of the Subject Property

Part I: Those certain parcels of land located in Gooding County, State of Idaho, as more particularly described as follows:

PARCEL NO. 22 Briggs Creek West Farm – Leased

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 4: A parcel of land located In the N½ being more particularly described as follows:

Commencing at the North One Quarter (N¼) corner of said Section 4, from which the Northeast corner of said Section 4 bears North 89°49'00" East 2639.71 feet;

Thence South 02°30'06" East for a distance of 1328.48 feet to THE TRUE POINT OF BEGINNING;

Thence South 21°11'52" West for a distance of 13.74 feet;

Thence South 23°04'37" West for a distance of 189.61 feet;

Thence South 83°21'03" West for a distance of 253.08 feet;

Thence North 21°13'26" West for a distance of 419.38 feet;

Thence North 11°42'58" East for a distance of 30.38 feet;

Thence North 21°19'22" East for a distance of 408.80 feet;

Thence North 89°56'00" East for a distance of 141.61 feet;

Thence South 02°41'05" East for a distance of 205.95 feet;

Thence South 43°02'08" East for a distance of 107.85 feet;

Thence South 13°00'57" East for a distance of 271.90 feet;

Thence South 49°23'45" East for a distance of 54.76 feet to THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

- 1. An access easement for the purpose of ingress and egress, said easement being on, over, under and across the existing road being used at this time to access the described parcel.**

Part II: Those certain water rights appurtenant to or associated with the land described in Part I, including but not limited to:

Briggs West (Gooding County, Idaho): 36-2040, 36-2607

EXHIBIT B
Description of the Lease

That certain Lease dated as of the 1st day of February, 2014, by and between IRLE RANCH, INC., an Idaho corporation, as lessor, and CLEAR SPRING FOODS, INC., an Idaho corporation, as lessee, for the property described in Exhibit A above and commonly known as Briggs Ranch, West Facility.

EXHIBIT C
Landowner Consent

[attached]

LANDLORD CONSENT

Irle Ranch, Inc., an Idaho corporation, having a mailing address of P.O. 443, Buhl, Idaho 83316 ("Landlord") hereby consents and agrees as follows:

1. Consent to Mortgage. Landlord and Clear Springs Foods, Inc. ("Tenant") entered into that certain Lease for Briggs Creek East and West Farms, dated February 1, 2014 (the "Lease"), whereby Landlord leased to Tenant that certain land as further described in the Lease. Landlord hereby consents to the Leasehold Mortgage and Assignment of Rents and Leases dated _____ (the "Mortgage") as an encumbrance on the Lease and the associated leasehold rights (the "Leasehold"), and to the foreclosure or enforcement thereof or the assignment of the Lease in lieu of such foreclosure or enforcement.

2. Preservation of Leasehold Benefits. Until such time as the mortgagee under the Mortgage (the "Mortgagee") notifies Landlord in writing that the "Obligations" as defined under the Mortgage have been satisfied, Landlord agrees:

(a) Voluntary Leasehold Termination. That Landlord will not voluntarily cancel or surrender the Lease, or amend the Lease to increase the obligations of Tenant or the rights of Landlord thereunder, without the prior written consent of Mortgagee;

(b) Effect of Tenant Waiver. That Landlord will not enforce against Mortgagee any waiver or election made by Tenant under the Lease which has a material adverse effect on the value of the Leasehold without the prior written consent of Mortgagee;

(c) Notice to Mortgagee. That Landlord will concurrently deliver to Mortgagee a copy of any notice given by Landlord to Tenant under the Lease, and no such notice shall be effective unless the concurrent copy thereof is delivered to Mortgagee;

(d) Mortgagee Right to Cure Defaults. That Mortgagee shall have the right (but not the obligation) to cure without penalty any default by Tenant under the Lease, and Landlord will allow Mortgagee and its representatives access to the property under the Mortgage (the "Premises") for the purpose of effecting such cure; any cure by Mortgagee shall have the same effect as cure by Tenant. Mortgagee shall have the right to cure defaults by Tenant on or before the following dates:

(1) For defaults that may be cured by the payment of money, the date that is five days after the date of receipt by Mortgagee of a notice stating that Tenant has failed to pay the amount in question by the last day permitted under this Lease;

(2) For all other defaults, 30 days after the date of receipt by Mortgagee of a notice stating that Tenant has failed to perform the obligation in question by the last day permitted under this Lease; provided, however, that (A) if it is not reasonably possible to effect cure within 30 days, no default shall occur under this Lease so long as Mortgagee shall commence cure within such 30-day period and thereafter diligently prosecute cure to completion, and (B) if it is necessary for Mortgagee to obtain possession of the Premises in order to effect cure, the period within which Mortgagee is permitted to effect cure shall be extended by the time that is required for Mortgagee to obtain such possession, including the period required to obtain the appointment of a receiver, if Mortgagee elects to obtain such appointment, and to complete any foreclosure, and any period during which appointment of a receiver and/or foreclosure are subject to an automatic or judicially-imposed stay.

- (e) Replacement Lease. That, if Mortgagee makes written request for the same within 15 days after Mortgagee receives written notice of termination of the Lease, Landlord will enter a new lease with Mortgagee commencing on the date of termination of the Lease and ending on the normal expiration date of the Lease, on substantially the same terms and conditions as the Lease and with the same priority as against any subleases or other interests in the Premises; provided that Mortgagee cures all unpaid monetary defaults under the Lease through the date of such termination;
- (f) Recognition of New Tenant. That, following foreclosure or enforcement of the Mortgage, or assignment in lieu thereof, Landlord will recognize the purchaser or assignee of the leasehold as the Tenant under the Lease;
- (g) Obligations of New Tenant. That, following any foreclosure, enforcement or assignment described in subparagraph (f), the new Tenant shall be personally obligated only for performance of obligations under the Lease commencing as of the date of such foreclosure, enforcement or assignment and ending as of the date of any assignment of the Lease to a successor Tenant;
- (h) Assignment by New Tenant. That, following any foreclosure enforcement or assignment described in subparagraph (f), the new Tenant shall have the right to assign the Leasehold subject to the written consent of Landlord, which consent shall not be unreasonably withheld or delayed;
- (i) Insurance or Condemnation Proceeds. That Landlord will pay to Mortgagee any proceeds from insurance or condemnation of the Premises that are payable to Tenant under the Lease, for disposition as provided in the Mortgage;
- (j) Insurance and Condemnation Proceedings. That Landlord will provide reasonable prior notice to Mortgagee of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Premises and will permit Mortgagee to participate therein as an interested party.
- (3) Right to Pay Taxes and Senior Mortgage. Mortgagee shall have the right (but not the obligation) to pay any taxes payable by Landlord with respect to the Premises, and to cure any monetary or non-monetary default by Landlord under any mortgage or other encumbrance on the Premises which has priority over the Lease; and, if Mortgagee does so pay or cure, Landlord agrees that it will reimburse Mortgagee for the amount thereof promptly following request by Mortgagee therefor.
- (4) No Merger. The Leasehold shall not merge with the fee interest in the Premises, notwithstanding ownership of the Leasehold and the fee by the same person, without the prior written consent of Mortgagee.
- (5) Estoppel Certificates. Landlord agrees from time to time, within a reasonable period following request by Mortgagee therefor, to provide to Mortgagee an estoppel certificate in a reasonable format provided by Mortgagee, certifying as to the absence of any modification to, or default under, the Lease (or setting forth such modification or default, if applicable) and as to the status of payment of rent and other amounts by the Tenant thereunder.
- (6) No Lien on Personal Property. Landlord acknowledges that any equipment or other personal property of Tenant now or hereafter located on the Premises shall be and remain the personal property of Tenant and shall not become a part of the Premises; Landlord expressly waives any lien on any such equipment or other personal property of Tenant. To the extent that Tenant grants a lien or security

interest in such equipment or other personal property to Mortgagee to secure the Obligations, Landlord agrees that, upon enforcement or exercise by Mortgagee of any of its rights with respect thereto, Landlord shall afford Mortgagee reasonable access to the Premises for the purpose of preserving its interests therein or enforcing or exercising such rights, subject to the payment by Mortgagee to Landlord of a daily rental at the rate provided for the Lease.

(7) Landlord Bankruptcy.

(a) Notification of Bankruptcy. If a bankruptcy proceeding is filed by or against Landlord, Landlord shall immediately notify Mortgagee of such filing and shall deliver a copy of all notices, pleadings, schedules, and similar materials regarding the bankruptcy proceedings to Mortgagee.

(b) Waiver of Right to a Section 363(f) Property Sale. Landlord acknowledges that (i) Tenant seeks to construct improvements on the Premises using proceeds of the loan provided by Mortgagee under the Loan Documents, and (ii) it would be unfair to both Tenant and Mortgagee to sell the Premises free and clear of the Leasehold. Therefore, Landlord waives its right to sell Landlord's fee interest in the Premises pursuant to section 363(f) of the Bankruptcy Code, free and clear of the Leasehold.

(c) Automatic Objection to a Section 363(f) Property Sale. If a bankruptcy proceeding is filed by or on behalf of Landlord, Landlord agrees as follows: (i) Tenant shall be presumed to have objected to any attempt by Landlord to sell the fee interest free and clear of the Leasehold; (ii) if Tenant does not so object, Mortgagee shall have the right to so object on its own behalf or on behalf of Tenant; and (iii) in connection with any such sale, Tenant shall not be deemed to have received adequate protection under section 363(e) of the Bankruptcy Code, unless it shall have received and paid over to Mortgagee outstanding balance of the Obligations.

(d) Mortgagee Authorized to Act on Behalf of Tenant in Any Proceeding. Landlord recognizes that Mortgagee is authorized on behalf of the Tenant to vote, participate in, or consent to any bankruptcy, insolvency, receivership or court proceeding concerning the Leasehold.

[Signature on Following Page]

*Recording Requested By,
And After Recording, Return To:*

Proterra Finance LLC, as Collateral Agent
c/o Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson

73022 TS

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

Grant of Security Interest. If some of the property or some or all of the rents may be determined under applicable law to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such property and rents, to secure payment and performance of the secured obligations. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the state in which the property is located, covering all such property and rents. Mortgagor authorizes Mortgagee to file one or more financing statements. Mortgagor shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf.

Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the property is located, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property or improvements.

THIS INSTRUMENT SHALL BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT FILED AS A FIXTURE FILING.

SEE ARTICLE 6 FOR ADDRESSES OF MORTGAGOR AND MORTGAGEE

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

dated as of
October 9, 2019

CLEAR SPRINGS FOODS, INC.

Mortgagor

to

PROTERRA FINANCE LLC,
as Collateral Agent

Mortgagee

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is executed as of this 9th day of October, 2019, by CLEAR SPRINGS FOODS, INC., an Idaho corporation, whose address is P.O. Box 712, Buhl, Idaho 83316 ("*Mortgagor*"), to PROTERRA FINANCE LLC, a Delaware limited liability company, whose address is 33 South Sixth Street, Suite 4100, Minneapolis, Minnesota 55402, as Collateral Agent on behalf of itself and the other Lenders (in such capacity, together with its successors and permitted assigns, the "*Mortgagee*").

ARTICLE 1 MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns, and grants a security interest, to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all real property located in Caribou County, Idaho, and described on Part I of Exhibit A attached hereto (the "*Real Property*"); (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of the Real Property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property; (e) all buildings, improvements and landscaping now or hereafter erected or located on the Real Property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, the Real Property; (g) all mineral rights, oil and gas rights, and air rights; (h) all Water Assets (as defined below), (i) all interest or estate which Mortgagor now has or may hereafter acquire in the Real Property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of the Real Property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of the Real Property, and (j) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Subject Property (as defined below) and including trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, including, without limitation, all inventory; goods, material; supplies; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; money; bank accounts; security deposits; claims to rebates; refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; permits; licenses; general intangibles; the rights of Mortgagor under contracts with respect to the Subject Property or any portion thereof; signs; brochures; advertising and goodwill (hereinafter collectively referred to as "*Personal Property*"), now owned or hereafter acquired by Mortgagor and now or hereafter located in, upon or under the Real Property or any part thereof and used or usable in connection with the present or future operation of the Subject Property, together with all substitutions therefor and replacements thereof (Mortgagor hereby agreeing with respect to all substitutions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm conveyance, transfer and assignment of and granting security interest in any of the foregoing)(collectively, the "*Subject Property*"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: described on Exhibit A. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

1.3 Water Assets. "*Water Assets*" shall mean all right, title, and interest of Mortgagor, whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements (including, but not limited to those water rights specifically identified in Part II of Exhibit A), other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (a) the groundwater on, under, pumped from or otherwise available to the Real Property, whether as the result of groundwater rights, contractual rights or otherwise, (b) the Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (c) any rights to which the Real Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (d) any water, water right, water allocation, distribution right, delivery right, water storage right, water stock or other water-related entitlement appurtenant or otherwise applicable to the Real Property by virtue of the Real Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, share, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Real Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Real Property;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

(j) References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

ARTICLE 2 OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "*Secured Obligation*" and collectively, the "*Secured Obligations*");

(a) full and timely payment and performance of all Obligations as defined in that certain Term Loan Agreement dated October 9, 2019, as amended and modified (the "*Term Loan Agreement*"); and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(g) Notwithstanding anything to the contrary in this Mortgage, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Obligations (as defined in the Term Loan Agreement), shall have no force or effect; and

(h) Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "*Act*")

located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "**Covered Structure**"), then while it is subject to such designation, the term "**Personal Property**" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property; and

(i) The terms of the obligations secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted, renewed or renegotiated. The priority of this Mortgage shall not be affected by renegotiation or adjustment of the interest rate provided in the Term Loan Agreement and Term Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Mortgage), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements that reflect such changes.

2.2 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Term Loan Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE 3 ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "**Lease**" and collectively, the "**Leases**"), together with any and all other rents, issues and profits of the Subject Property (collectively, "**Rents**"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within ten (10) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release

any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and continuance of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage. The License shall be reinstated after the Default is cured.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its

interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens. Notwithstanding anything to the contrary set forth herein, Mortgagor may contest the validity of any claim or demand so long as (1) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (2) Mortgagor provides Mortgagee with an indemnity, bond or other security reasonably satisfactory to Mortgagee assuring the discharge of such obligation, and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all

amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) Mortgagor shall give prompt written notice of any loss in excess of \$150,000 to the insurance carrier and to Mortgagee. Insurance proceeds not exceeding \$150,000 shall be retained by the Mortgagor and applied to the cost of restoration of the Subject Property. With respect to insurance proceeds in excess of \$150,000, Mortgagee shall apply the insurance proceeds to the cost of restoration of the Subject Property; provided however, if any one of the following occurs following the occurrence of such casualty, (1) damage to the Subject Property exceeds 30% of the fair market value of the Subject Property prior to such casualty, (2) the Subject Property cannot be fully restored 6 months prior to the Term Loan Maturity Date, or (3) the estimated cost of restoration exceeds, in the Mortgagor's reasonable judgment, the amount of the the insurance proceeds received and the Mortgagor does not escrow the difference, then Mortgagee shall apply all or a portion of the insurance proceeds (i) to the cost of restoration of the Subject Property or (ii) to the repayment of the Secured Obligations, as Mortgagee shall determine in its reasonable discretion. Insurance proceeds applied to restoration will be disbursed in accordance with prudent commercial construction lending practices for construction loan advances. Any insurance proceeds remaining after payment of all restoration costs shall be applied by Mortgagee to the principal balance or, at Mortgagee's reasonable discretion, remitted to Mortgagor.

(b) Notwithstanding anything to the contrary, any awards of damages and other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property in excess of \$150,000; (ii) any other claims and awards for damages to or decrease in value of the Subject Property in excess of \$150,000; (iii) any proceeds of any insurance policies payable by reason of loss sustained to the Subject Property in excess of \$150,000; and (iv) any interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the sole discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(c) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, subject to ordinary wear and tear;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which materially affects the Subject Property, except to replace obsolete or damaged equipment;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise materially affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed in the environmental assessment reports delivered to Mortgagee prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "**Hazardous Materials**"), except in the ordinary course of Mortgagee's business in compliance with all Hazardous Materials Laws.

(b) Except as disclosed in the environmental reports delivered to Mortgagee prior to the date hereof, the Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "**Hazardous Materials Laws**"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be assigned or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, except as otherwise permitted in the Term Loan Agreement (each of which actions and events is called a "*Transfer*"), without Mortgagee's prior written consent, then Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "*Interested Party*"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE 5 DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a “*Default*” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Term Loan Agreement or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs,

alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) Subject to the Idaho one-action rule, to resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or

prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE 6 MISCELLANEOUS PROVISIONS

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

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices.

(a) Except as otherwise expressly permitted herein and except as provided in subpart (c) below), all notices and other communications provided for herein shall be in writing (including by email, in accordance with subpart (c) below) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail as follows:

if to Mortgagor:

Clear Springs Foods, Inc.
1500 East 4424 North Clear Lakes Rd.
Buhl, ID 83316
Attention: Ty Popplewell
Email: Ty.popplewell@clearsprings.com

with a copy (which shall not itself constitute notice) to:

Hawley Troxell
877 W. Main Street, 10th Floor,
Boise, ID 83702
Attention: Michael M. Stoddard
Email: mstoddard@hawleytroxell.com

if to Proterra as Mortgagee or Collateral Agent:

Proterra Investment Partners LP
33 South Sixth Street, Suite 4100
Minneapolis, MN 55402
Attention: Matthew Swanson
Email: mswanson@proterrapartners.com

with a copy (which shall not itself constitute notice) to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Attention: Kevin D. Burnett
Telephone: (503) 294-9240
Email: kevin.burnett@stoel.com

(b) Receipt of Notices. Notices and communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through email to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to Mortgagee hereunder may be delivered or furnished by email at the addresses set forth in subpart (a), above, or at such other address as may be specified by the parties in writing; *provided*, that by separate writing any party may limit its consent to receive email notices to particular notices or communications. Unless a party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided*, that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or

communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Term Loan Agreement, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; (e) all terms not otherwise defined in this Mortgage shall be defined as set forth in the Term Loan Agreement, and (f) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

6.10 Jury Wavier. EACH PARTY TO THIS MORTGAGE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT (AS DEFINED IN THE TERM LOAN AGREEMENT) OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

CLEAR SPRINGS FOODS, INC.,
an Idaho corporation




By: Jeffrey A. Jermunson

Its: President and CEO

STATE OF IDAHO)
County of Twin Falls) ss.

On this 9th day of October, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. Jermunson known or identified to me to be the President & CEO of CLEAR SPRINGS FOODS, INC., the Idaho corporation that executed the within and foregoing 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.

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


Notary Public
Residing at Buhl Id
My commission expires: 12/30/2023

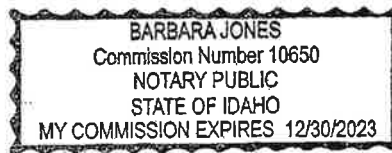


EXHIBIT A
Description of the Subject Property

Part I: Those certain parcels of land located in Caribou County, State of Idaho, as more particularly described as follows:

PARCEL NO. 8

A tract of land in the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 9 South, Range 41 East of the Boise Meridian, and in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 18, Township 9 South, Range 42 East of the Boise Meridian, described as follows:

BEGINNING at the point on the South boundary of Block 7 of the City of Soda Springs, Idaho, as said city is now platted and recorded with the County Recorder of Caribou County, Idaho, 221.4 feet West of the Southeast corner of said Block 7, and running;
THENCE West along the South boundary of said Block 7, 413.5 feet; THENCE South 71°58' West 89.2 feet;
THENCE South 31°05' West 154.8 feet;
THENCE South 13°43' West 387.9 feet;
THENCE South 89°57' East 38.1 feet;
THENCE North 42°46' East 230.0 feet;
THENCE South 84°01' East 209.0 feet;
THENCE North 37°22' East 247.6 feet;
THENCE North 31°26' East 226.5 feet, more or less, to the POINT OF BEGINNING.

PARCEL NO. 9

A tract of land in the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 9 South, Range 41 East of the Boise Meridian, and in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 18, Township 9 South, Range 42 East of the Boise Meridian, described as follows:
BEGINNING at a point North 89°38'02" West 123.4 feet from the Southeast corner of Block 7 of the City of Soda Springs, Idaho, as said City is now platted and recorded with the County Recorder of Caribou County, Idaho, and running;
THENCE South 32°03' East 372.0 feet;
THENCE South 60°57' East 737.0 feet;
THENCE South 78°39' East 289.1 feet;
THENCE North 55°32' East 345.1 feet;
THENCE South 51°53' East 124.2 feet;
THENCE North 36°45' East 747.49 feet, more or less, to an intersection with the South boundary of Block 4 of the City of Soda Springs;
THENCE North 89°38'02" West along the South boundary of Blocks 4, 5 and 6, of said City of Soda Springs, 1954.65 feet, more or less, to the POINT OF BEGINNING.

PARCEL NO. 10

The West 181 feet of Lots 2 and 3, Block 6, all of Block 7, and all of Block 8, City of Soda Springs, Caribou County, Idaho, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorder's Instrument No. 328.

ALSO including that portion of First West Street vacated by the City of Soda Springs in Deed Instrument No. 162817 more particularly described as follows:

BEGINNING at the Northeast corner of Block 8 and running;

THENCE South 609.59 feet along the East line of Block 8, to the TRUE POINT OF BEGINNING;

THENCE continuing South 66.41 feet to the Southeast corner of Block 8;

THENCE East 100 feet to the Southwest corner of Block 7;

THENCE North 108.65 feet along the West line of Block 7;

THENCE South $67^{\circ}12'03''$ West 108.48 feet to the TRUE POINT OF BEGINNING.

EXCEPT THEREFROM, a tract of land located in Block 7 and Block 8, City of Soda Springs, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of said Block 7 and running;

THENCE South $0^{\circ}01'05''$ West 356.71 feet along the East line of Block 7;

THENCE North $89^{\circ}02'32''$ West 169.49 feet;

THENCE South $67^{\circ}12'03''$ West 682.0 feet;

THENCE South 73.01 feet;

THENCE North $89^{\circ}56'25''$ West 643.56 feet to the West line of Block 8;

THENCE North 692 feet to the Northwest corner of Block 8;

THENCE South $89^{\circ}56'25''$ East 1441.85 feet along the North line of Block 8 and the North line of Block 7, to the POINT OF BEGINNING.

ALSO EXCEPT THEREFROM, a tract of land located in Lots 2 and 3, Block 6 City of Soda Springs, Caribou County, Idaho, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorder's Instrument No. 328, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3, Block 6,

aforesaid, and running; THENCE South $89^{\circ}48'21''$ East 180.04 feet;

THENCE South $00^{\circ}36'21''$ East 253.40 feet;

THENCE South $84^{\circ}29'10''$ West 90.34 feet along an established fence to the center of a drive;

THENCE along said drive North $28^{\circ}16'29''$ West 73.94 feet;

THENCE North $24^{\circ}16'38''$ West 67.99 feet;

THENCE North $28^{\circ}03'05''$ West 36.5 feet;

THENCE North $37^{\circ}51'00''$ West 35.85 feet to the South line of Main Street; THENCE South $89^{\circ}56'25''$ East 9.31 feet to the West line of said Block 6;

THENCE North $00^{\circ}01'05''$ East 75.09 feet, along the West line of said Block 6, to the POINT OF BEGINNING.

ALSO EXCEPT THEREFROM, Any portion lying within the right of way of Main Street to the City of Soda Springs.

Part II: Those certain water rights appurtenant to or associated with the land described in Part I, including but not limited to:

Soda Springs Brood (Caribou County, Idaho): 11-2098



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

November 27, 2019

PROTERRA FINANCE LLC
33 S 6TH ST STE 4100
ATTN: MATTHEW SWANSON
MINNEAPOLIS MN 55402-3729

RE: Notice of Security Interest for Water Right/Permit Nos: 11-2098, 34-7034, 36-2040, 36-2048, 36-2607, 36-2659, 36-2680, 36-2703, 36-2708, 36-4013A, 36-4013B, 36-4013C, 36-4032A, 36-4032B, 36-4032C, 36-4032D, 36-7004, 36-7040, 36-7083, 36-7148, 36-7167, 36-7201, 36-7218, 36-7538, 36-7568, 36-7789, 36-7791, 36-8080, 36-8639, 36-16156, 47-13466, 47-13467, 47-13468, 47-13469, and 47-13470

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c: Clear Springs Foods, Inc.
The Prospect Co.
Richard R. Hall
John A. Rosholt
Patrick D. Brown
Randall C. Budge
American Falls Aberdeen GWD
Bingham GWD
Magic Valley GWD
North Snake GWD
Richard H Kaster
Edith Kaster
George M. Sheldon
Howard L Sheldon
Louse Sheldon
Elena Sheldon
Phyllis Sheldon
Myron Sheldon



101 S. Capitol Boulevard, Suite 1900
Boise, ID 83702
T. 208.389.9000
F. 208.389.9040
www.stoel.com

RICHARD R. HALL
D. 208.387.4211
richard.hall@stoel.com

November 19, 2019

BY HAND DELIVERY

State of Idaho
Department of Water Resources
322 E. Front St., Suite 648
Boise, Idaho 83702-7371

RECEIVED

NOV 20 2019

**DEPARTMENT OF
WATER RESOURCES**

Re: Notice of Security Interest - Proterra Finance LLC

Dear Madam or Sir:

Please find enclosed herewith the Notice of Security Interest in a Water Right (the "Notice") filed on behalf of Proterra Finance LLC, encumbering the water rights held by Clear Springs Foods, Inc. The Notice covers 35 water rights. The filing fee of \$875.00, along with the seven mortgage documents evidencing the security interest are enclosed herewith.

Please contact me if you have any questions or need additional assistance.

Best regards,

A handwritten signature in blue ink that reads "R. R. Hall".

Richard R. Hall

Enclosures