

RECEIVED

NOV 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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.
36-15058	~~36-2725A~~ (Duplicate)		
36-7491	36-8539		
36-2725A	36-10082A		
36-2206	36-2474A		
36-15993	36-8530	Added per e-mail verification 11/20/2019	

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

Conterra Agricultural Capital, LLC

7755 Office Plaza Dr. North, Suite 195

West Des Moines, Iowa 50266

Phone 855-381-3451

Email sarah.streeter@conterraag.com

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

C. De Kruffy Dairy and Alice R. De Kruffy

5. Expiration Date of Notification Period

November 1, 2044

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable


 2028 General Counsel
For Office Use OnlyReceived by SmDate 11-1-2019Receipt No. S037616Fee \$225-

Processed by AJ _____

Date _____

WR SmDate 11-20-2019**SUPPORT DATA****IN FILE #** 36-2206

After Recording Return To:
Conterra Agricultural Capital, LLC
7755 Office Plaza Drive North, Suite 195
West Des Moines, IA 50266
Sarah Streeter

Instrument # 2195111

JEROME COUNTY, JEROME, IDAHO
10-29-2019 02:35:40 PM No. of Pages: 27
Recorded for: TITLEONE - BURLEY
MICHELLE EMERSON Fee: \$45.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

19341325

[Space Above This Line For Recording Data]

MORTGAGE

Security Agreement, Assignment of Rents and Fixture Filing

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in certain Sections of this document. Certain rules regarding the usage of words used in this document are also provided in Section 13.

(A) "Security Instrument" means this document, which is dated **October 23, 2019**, together with all Riders to this document.

(B) "Borrower" is, collectively, **C. De Kruyf Dairy, an Idaho general partnership composed of Mark De Kruyf, Tim De Kruyf, and Alice De Kruyf as general partners, and Alice R. De Kruyf, an unmarried person. "Borrower Parties" are Borrower; Mark De Kruyf, a married person; Tim De Kruyf, an unmarried person a/k/a Timothy Jay De Kruyf; De Kruyf Marital Trust; and De Kruyf Family Trust.**

(C) "Lender" is **Conterra Agricultural Capital, LLC**. Lender is a **limited liability company** organized and existing under the laws of Iowa. Lender's address is **7755 Office Plaza Drive North, Suite 195 West Des Moines, IA 50266**. Lender is the beneficiary under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower Parties and dated **October 23, 2019**. The Note states that Borrower Parties owe Lender plus interest. Borrower Parties have promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2044**.

IDAHO--Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** mean all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|--|
| ☐ Irrigation Equipment Rider | ☐ Water Rights Rider |
| ☒ Financial Information and Covenants Rider | ☐ Permitted Prior Encumbrance Rider |
| ☐ Mortgage Insurance Rider | ☐ Other(s): |
| ☒ Adjustable Rate Rider | |

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(K) **"Periodic Payment"** means the regularly scheduled amount due for principal and interest under the Note.

(L) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's or Borrower Parties' obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and Borrower Parties' covenants and agreements under the Note. For this purpose, Borrower irrevocably grants, bargains, sells and conveys to Lender the following described property located in the **County of Jerome, State of Idaho**:

See Attached Exhibit A

which currently has the address of

**1,554+/- Acres Agricultural Land
Jerome County, ID
("Property Address"):**

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subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached (hereafter "Permitted Prior Encumbrances");

TOGETHER WITH all buildings, improvements, equipment, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles therefrom, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the real property now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by Borrower and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real property, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all personal property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the real property, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Borrower and which are located on the real property in Jerome County, ID, described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the real property, all of which are declared to be appurtenant to said real property, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the real property under the power of eminent domain or for any damage to the real property and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the real property and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the real property. Borrower does hereby covenant and agree that Borrower will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the real property and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the real property, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

TOGETHER WITH any and all of Borrower's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and specifically those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property, fixtures, and certain personal property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, Yield Maintenance Premiums and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any yield maintenance premiums, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Unless required by Applicable Law, payments will be applied first to collection expenses and protective advances under this Security Instrument, second to accrued unpaid interest, third to principal, and finally to late charges. Such payments shall be applied to each Periodic Payment in the order in which it became due.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so

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long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument and the Loan. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 25 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Borrower will use good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this security instrument or other instrument providing security for the Note, to protect the Lender's interest in this security instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately

upon the date advanced by Lender and is an obligation of the Borrower secured by the security instrument or other instrument providing security for the Note.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order

provided for in Section 2.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

11. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by

federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

17. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 25 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Borrower agrees to indemnify and hold Lender free and harmless from and against all loss, costs (including attorneys' fees and costs), damage (including consequential damages), and expenses Lender may sustain by reason of the assertion against Lender by a third-party of any claim in connection with Hazardous Substances on, in, or affecting the Property, and shall pay any such attorneys' fees and costs Lender incurs in connection therewith.

19. Additional Property Subject To The Security Instrument. This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of Idaho (the "UCC"). In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in or on the Listed Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation equipment (including, but not limited to, irrigation pipes and pumps, center irrigation pivots, pvc pipe, sprinklers, motors, well equipment, pumps and power units), livestock fencing and pens, windmills and related equipment and pumps, grain bins and storage bins, along with all replacements, substitutions, accessions thereto and proceeds derived therefrom. In addition to the Property described in the Security Instrument, the following items now or hereafter owned, shall also constitute the Property covered by the Security Instrument: any and all of Borrowers' and Borrower Parties' now owned or hereafter acquired dairy facility equipment and dairy related equipment, including, but not limited to, machinery, fixtures, apparatus, parts and accessories, and equipment that Borrowers use or intend to be used in connection with Borrowers' and Borrower Parties' commercial dairy operation, and all additions, attachments, accessions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, and any substitutions or replacements therefore, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Borrowers to

collect or enforce payment thereof, as well as to enforce any guarantees of the forgoing and security therefor, and all of Borrowers' present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Security Instrument as the "Property."

20. Fixture Filing. This Security Instrument constitutes a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures per the UCC.

21. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

22. Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

23. Assignment of Rents; Appointment of Receiver; Lender In Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents; and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Sections 12 and 25 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

24. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. Remedies on Default. In some instances, federal and state law will require Lender to provide Borrower with notice of the right to cure, mediation notices or other notices and may establish time schedules for

IDAHO—Farmer Mac UNIFORM INSTRUMENT (over 40 acres)

foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Note and foreclosure this Security Instrument in a manner provided by law if Borrower is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Note, other evidences of debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Note after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Borrower's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

26. Redemption. The period of redemption after sale on foreclosure shall be one year if the real property sold consisted of a tract of land of more than twenty (20) acres, and within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less. Any agreement to extend the redemption period must be in writing.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

NOTICE

UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF SUCH CREDIT IS \$50,000 OR MORE.

C. De Kruffy Dairy, an ID general partnership

 10-25-19
Signature Date
Mark De Kruffy, Partner

 10/28/19
Signature Date
Alice R. De Kruffy

 10-28-19
Signature Date
Tim De Kruffy, Partner

Mailing address:
303 West 300 South
Jerome, ID 83338

 10-28-19
Signature Date
Alice De Kruffy, Partner

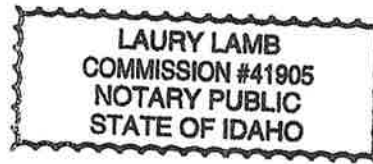
Mailing address:
303 West 300 South
Jerome, ID 83338

STATE OF IDAHO
COUNTY OF Jerome

Before me, the undersigned authority, on this day personally appeared **Alice R. De Kruyf**, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 28 day of October, 2019.

Laury Lamb
Notary, State of Idaho
Printed Name: Laury Lamb
My Commission Expires: 4/2/2022

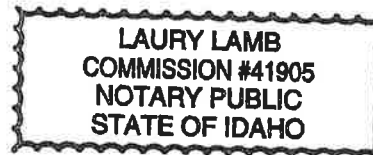


STATE OF IDAHO
COUNTY OF Jerome

Before me, the undersigned authority, on this day personally appeared **Alice De Kruyf, Partner, and Tim De Kruyf, Partner, and Mark De Kruyf, Partner, of C. De Kruyf Dairy**, on behalf of said general partnership, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 28 day of October, 2019.

Laury Lamb
Notary, State of Idaho
Printed Name: Laury Lamb
My Commission Expires: 4/2/2022



VARIABLE RATE RIDER

THIS VARIABLE RATE RIDER is made this **Twenty-third day of October, 2019**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the variable rate Note (the "Note") to **Conterra Agricultural Capital, LLC** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1,554+/- Acres Agricultural Land
Jerome County, ID
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE PERIODIC PAYMENT

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note has the following terms which provide for changes in the interest rate and periodic payments, as follows:

1. INTEREST

So long as no Event of Default exists under this Note, interest will be charged on unpaid Principal until the full amount of Principal has been paid. Borrowers will pay interest at a yearly rate of **3.700%**. The interest rate Borrowers will pay will change in accordance with this Section 2.

INITIAL ADJUSTMENT DATE **November 1, 2024**

ORIGINAL AMORTIZATION TERM **25 years**

ADJUSTMENT FREQUENCY PERIOD **every 5 years**

ADJUSTABLE RATE PROVISION. The interest rate stated in this Note is subject to adjustment by the Lender or any subsequent holder of this Note on the Initial Adjustment Date and on subsequent dates established by the Adjustment Frequency Period thereafter. Any such change in the interest rate shall be made automatically but in no event shall the adjusted interest rate exceed the maximum interest rate then permitted by law. When the rate is adjusted the remaining current principal balance of the Note will be reamortized over the

MULTISTATE VARIABLE RATE RIDER - 5YR VRM -Farmer Mac
UNIFORM INSTRUMENT

remaining amortization term to determine subsequent payment amounts. Lender reserves the right to not adjust the loan in the event of default. Notice of the adjusted rate and the new amortized payment will be sent to the Borrowers after each interest rate adjustment.

The variable interest rate shall change to a rate that shall be determined 45 days prior to the Initial Adjustment Date and any subsequent Adjustment Dates and be based upon the *5-year VRM servicing released net yield for 8-week delivery* then being required by the Federal Agricultural Mortgage Corporation, adjusted for credit quality, plus .52 field servicing fee. If the Index is no longer available, the Note Holder will choose a new index that is based on comparable information.

After and during the continuance of any Event of Default under this Note, interest will be charged on unpaid Principal at the interest rate stated in Section 7 of this Note.

2. SCHEDULED PAYMENTS

(A) Time and Amount of Payments

1 interest payment on November 1, 2019, with interest calculated from the date of closing on the unpaid principal balance at 3.700% per annum; 299 consecutive monthly principal and interest payments of each, beginning December 1, 2019, and the final payment of \$ plus any applicable costs and expenses, on November 1, 2044, which is called the "Maturity Date."

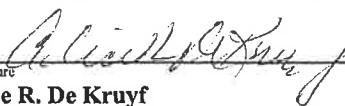
(B) Place of Payments

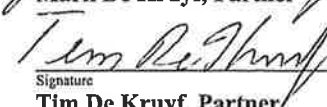
Borrowers will make payments at 7755 Office Plaza Drive North, Suite 195, West Des Moines, IA 50266, or via wire transfer to an account directed by Lender, or at a different address or place as provided by Lender.

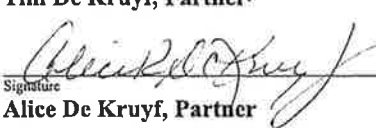
If Lender at any time determines, in its sole but reasonable discretion, that it has miscalculated the amount of any installment payment (whether because of a miscalculation of the Adjustable Rate or otherwise), then Lender shall give notice to Borrowers of the corrected amount of the installment payment (and the corrected Variable Adjustable Rate, if applicable) and (i) if the corrected amount of the installment payment represents an increase, then Borrowers shall, within 30 calendar days thereafter, pay to Lender any sums that Borrowers would have otherwise been obligated under this Note to pay to Lender had the amount of the installment payment not been miscalculated, or (ii) if the corrected amount of the installment payment represents a decrease thereof and Borrowers are not otherwise in breach or default under any of the terms and provisions of this Note, the Security Instrument or any other loan document evidencing or securing this Note, then Borrowers shall thereafter be paid the sums that Borrowers would not have otherwise been obligated to pay to Lender had the amount of the installment payment not been miscalculated.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Variable Rate Rider.

C. De Kruyf Dairy, an ID general partnership

 _____ Signature	 _____ Signature
10-28-19 Date	10-28-19 Date
Mark De Kruyf, Partner	Alice R. De Kruyf

 _____ Signature	10-28-19 Date
Tim De Kruyf, Partner	

 _____ Signature	10-28-19 Date
Alice De Kruyf, Partner	

FINANCIAL INFORMATION AND COVENANTS RIDER

Loan # 21901727

THIS FINANCIAL INFORMATION AND COVENANTS RIDER is made this **Twenty-third** day of **October, 2019**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Note to **Conterra Agricultural Capital, LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1,554+/- Acres Agricultural Land
Jerome County, ID
[Property Address]

FINANCIAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Borrower will prepare and maintain Borrower's financial records using consistently applied generally accepted accounting principles then in effect. Borrower will provide Lender with financial information in a form acceptable to Lender and under the following terms:

(If "X"ed the following terms are agreed to.)

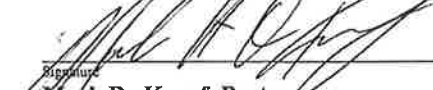
☒ **Frequency.** Annually, Borrower will provide to Lender Borrower's financial statements, tax returns, annual internal audit reports or those prepared by independent accountants within **90** days after the close of each fiscal year. Any annual financial statements that Borrower provides will be **internally prepared** statements.

☒ **Annual Certification.** Annually, Borrower will certify to Lender that Borrower adheres to all local, state and federal zoning and environmental laws and requirements

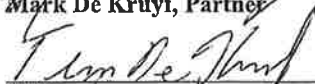
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Financial Information and Covenants Rider.

C. De Kruyf Dairy, an ID-general partnership

 10-28-19
Signature Date
Mark De Kruyf, Partner

 10-28-19
Signature Date
Alice R. De Kruyf

 10-28-19
Signature Date
Tim De Kruyf, Partner

 10-28-19
Signature Date
Alice De Kruyf, Partner

EXHIBIT A

Legal Description:

TRACT I

PARCEL NO. 1

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

Section 4: Lot 1;

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 34: SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the South quarter corner of said Section 34, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence North 89°41' West along the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, 387.05 feet to a point that lies South 89°41' East, 2,257.50 feet from the Southwest corner of said Section 34;
Thence North 21°27' East, 251.40 feet;
Thence North 56°22' East, 159.25 feet;
Thence North 0°05' East, 301.00 feet;
Thence South 89°55' East, 161.61 feet, more or less, to a point on the East boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 0°02'30" East along the East boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, 625.07 feet, more or less, to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: SW $\frac{1}{4}$ SE $\frac{1}{4}$;

PARCEL NO. 4

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

PARCEL NO. 5

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: That part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the East one-quarter corner of said Section 33;
Thence North 89°38'34" West, 1321.11 feet along the Northerly boundary of the Southeast quarter of said Section 33 to the Northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 0°03'11" East, 50.30 feet along the Easterly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of the Northside Canal Company "N-7" Lateral and THE TRUE POINT OF BEGINNING;
Thence South 0°03'11" East along the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, 1270.79 feet to the Southeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°40'16" West, 262.01 feet along the Southerly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the center of said "N-7" Lateral;
Thence along the center of said "N-7" Lateral the following courses and distances:
North 17°12'47" East, 70.78 feet;
Thence North 39°09'06" West, 311.97 feet;

Thence North 12°30'58" West, 181.12 feet;
Thence North 40°03'05" East, 149.07 feet;
Thence North 24°44'37" West, 188.44 feet;
Thence North 16°58'03" East, 352.30 feet;
Thence North 51°12'30" East, 173.25 feet;
Thence North 76°43'29" East, 227.27 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5A:

An easement for road purposes 25 feet in width as granted in Right of Way Easement recorded April 18, 1934 in Book 107 Page 24 as Instrument Number 56846, Jerome County records.

PARCEL NO. 6

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 33: NE¼SE¼, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Northeast corner of said NE¼SE¼;
Thence Westerly along the Northerly boundary of said NE¼SE¼, North 89°38'34" West, 936.8 feet to the center of the Northside Canal Company N-7 Canal and THE TRUE POINT OF BEGINNING;
Thence Southerly and Westerly along the center of said canal to its intersection with the Westerly boundary of said NE¼SE¼;
Thence Northerly along the Westerly boundary of said NE¼SE¼, North 0°03'24" West, 49.00 feet to an iron pin set at the Northwest corner of said NE¼SE¼;
Thence Easterly along the Northerly boundary of said NE¼SE¼, South 89°38'34" East, 384.31 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7

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

Section 3: A parcel of land located in Lot 4, described as follows:

Commencing at the Northwest corner of Section 3, said corner being the REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and along the North boundary of said Section 3, a distance of 330.56 feet on a bearing of North 89°56'57" East;
Thence a distance of 658.86 feet on a bearing of South 0°09'13" East;
Thence a distance of 330.56 feet on a bearing of South 89°56'57" West to the West boundary of Section 3;
Thence along of the said West boundary of Section 3, a distance of 658.86 feet on a bearing of North 0°09'13" West to the REAL POINT OF BEGINNING.

PARCEL NO. 8

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 34: SW¼SW¼;

PARCEL NO. 9

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

Section 3: A parcel of land located in Lot 4, described as follows:

Commencing at the Northwest corner of Section 3, a distance of 991.70 feet on a bearing of North 89°56'57" East along the North boundary of said Section 3 to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and continuing along the North boundary of said Section 3, a distance of 330.57 feet on a bearing of North 89°56'57" East to the Northeast corner of Lot 4 of Section 3;
Thence from this Northeast corner of Lot 4 of Section 3, a distance of 658.86 feet on a bearing of South 0°09'48" East along the East boundary of said Lot 4 of Section 3;
Thence a distance of 330.68 feet on a bearing of South 89°56'57" West;

Thence a distance of 658.86 feet on a bearing of North 0°09'13" West to THE REAL POINT OF BEGINNING.

PARCEL NO. 10

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

Section 3: A parcel of land located in Lot 4, described as follows:

Commencing at the Northwest corner of Section 3, a distance of 927.43 feet on a bearing of South 0°09'13" East along the West boundary of Section 3;

Thence a distance of 810.96 feet on a bearing of North 89°56'57" East to THE REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING a distance of 268.57 feet on a bearing of North 0°09'13" West;

Thence a distance of 511.42 feet on a bearing of North 89°56'57" East to the East boundary of Lot 4 of Section 3;

Thence along the East boundary of Lot 4 of Section 3, a distance of 684.53 feet on a bearing of South 0°09'13" East to the Southeast corner of Lot 4 of Section 3;

Thence from this Southeast corner of Lot 4 of Section 3, a distance of 659.89 feet on a bearing of North 50°58'31" West to THE REAL POINT OF BEGINNING.

PARCEL NO. 11

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

Section 3: That part of Lot 4, described as follows:

Commencing at the Northwest corner of said Section 3;

Thence North 89°56'57" East along the North boundary of said Section 3, 330.56 feet to THE TRUE POINT OF BEGINNING;

Thence continuing North 89°56'57" East along the North boundary of said Section 3, 661.14 feet to a point that lies South 89°56'57" West, 330.57 feet from the Northeast corner of Lot 4;

Thence South 0°09'13" East, 658.86 feet;

Thence South 89°56'57" West, 180.74 feet;

Thence South 0°09'13" East, 268.57 feet;

Thence South 50°58'31" East, 659.89 feet to the Southeast corner of said Lot 4;

Thence South 89°58'20" West along the South boundary of said Lot 4, 798.22 feet to a point that lies North 89°58'20" East, 524.28 feet from the Southwest corner of said Lot 4;

Thence North 0°09'13" West, 684.21 feet;

Thence South 89°56'57" West, 193.72 feet;

Thence North 0°09'13" West, 658.86 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 12

An access easement 40 feet in width being centered on the following described centerline located in Lot 4 of Section 3, Township 9 South, Range 16, East of the Boise Meridian, Jerome County, Idaho, as created by Warranty Deed recorded February 11, 1988 as Instrument Number 309711, Jerome County records and created in Warranty Deed recorded April 22, 1988 as Instrument Number 310776, Jerome County records for the benefit of Parcel No. 3 and 4 of the legal description above described:

Commencing at the Northwest corner of Section 3, a distance of 947.43 feet on a bearing of South 0°09'13" East along the West boundary of Section 3;

Thence a distance of 25.00 feet on a bearing of North 89°56'57" East to THE POINT OF BEGINNING on the centerline of said access easement 40 feet in width;

Thence from this POINT OF BEGINNING and along said centerline 40 foot wide access easement a distance of 835.15 feet on a bearing of North 89°56'57" East to the point of ending of said centerline access easement 40 feet in width.

TRACT II

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 28: NW¼SE¼; SE¼SW¼; S¼SE¼;

NE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPT that portion lying West of the N-10 Canal of the North Side Canal Company, Ltd.

SUBJECT TO a Public Right of Way Easement in favor of Jerome Highway District set forth in Quitclaim Deed recorded July 10, 2016 as Instrument No. 2162852, Jerome County records.

AND

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 28: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South along the West line 1,320 feet, more or less, to the Southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence East along the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, 629.45 feet, more or less to the center line of N-7 Canal;
Thence North 21°44'40" West along said center line, 278.12 feet;
Thence North 31°47'20" East along said center line, 485.26 feet;
Thence North 22°27' East along said center line, 104.10 feet;
Thence North 50°05'30" East along said center line, 86.76 feet;
Thence North 45°12'30" West, 319.68 feet;
Thence North 31°03'30" West, 317.36 feet to the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West along said North line, 498.92 feet, more or less, to THE POINT OF BEGINNING.

TOGETHER WITH a right of way for ingress and egress extending from the above described property, parallel with and on the Northwestern side of N-7 Canal to the existing county road on the East side of said Section 28 as set forth in Warranty Deed by and between Janss Farms, a partnership and Calvin DeKruyf and Alice R. DeKruyf, husband and wife, dated October 16, 1995, recorded October 16, 1995 as Instrument Number 954179, Jerome County records.

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 27: NE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel:

Beginning at the Northeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence West 521.50 feet;
Thence South 53°22'46" East 650.34 feet;
Thence North along the East boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 385 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 27: That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Commencing at the Southwest corner of the NW $\frac{1}{4}$ of said Section 27;
Thence South 89°40'38" East 1323.71 feet to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°40'38" East 521.50 feet along the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the Northerly boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING;
Thence North 53°22'40" West 650.32 feet to a point on the Westerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ 385.00 feet North from the Southwest corner thereof;
Thence North 00°03'58" West 15.00 feet along the Westerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°40'38" East 1323.68 feet parallel with and 400.00 feet Northerly from the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point on the Easterly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 00°04'14" East 785.00 feet along the Easterly boundaries of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to a point 385.00 feet South from the Northeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 53°22'46" West 650.34 feet to a point on the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ said point lies 521.50 feet Westerly from the Southeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 89°40'38" West 280.71 feet along the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 27: NW¼SW¼, EXCEPTING THEREFROM the following described parcel:

Beginning at the West quarter corner of said Section 27, said point being THE TRUE POINT OF BEGINNING;
Thence South 89°38'36" East, 701.38 feet along the Northerly boundary of NW¼SW¼, Section 27;
Thence South 0°23'14" West, 58.34 feet;
Thence South 62°10'35" West, 123.73 feet;
Thence South 71°53'18" West, 74.36 feet;
Thence North 85°58'50" West, 264.85 feet;
Thence South 87°01'24" West, 99.49 feet;
Thence South 75°01'38" West, 162.74 feet to a point in the Westerly boundary of said Section 27;
Thence North 0°02'00" West 172.22 feet along said Westerly boundary to the West quarter corner, Section 27, THE TRUE POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 27: The SW¼SW¼, EXCEPTING THEREFROM the following described parcel:

Commencing at the Southwest corner of said SW¼SW¼;
Thence Northerly along the Westerly boundary of said SW¼SW¼, North 00°02'00" West, 486.83 feet to THE TRUE POINT OF BEGINNING;
Thence continuing Northerly along said Westerly boundary North 00°02'00" West 137.04 feet;
Thence North 85°41'15" East, 233.08 feet;
Thence South 0°02'00" East 104.30 feet;
Thence South 72°53'06" West 98.88 feet;
Thence South 81°16'30" West 139.51 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING a parcel of land for a County Road right of way as set forth in Warranty Deed dated July 9, 2008, recorded July 14, 2008 as Instrument No. 2083821, Jerome County records, being a part of an entire tract of property, situated in the SW¼SW¼ of Section 27, Township 8 South, Range 16 East Boise Meridian, described as follows:

Beginning at the Southwest corner of said Section 27, which point is the Southwest corner of said entire tract; thence North 0°19'44" East 62.97 feet along the section line and Westerly boundary line of said entire tract; thence South 89°40'16" East 25.00 feet to the Easterly highway right of way line of 300 West Street; thence South 44°16'00" East 42.85 feet to a point 34.00 feet perpendicularly distant Northerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 206+17.58; thence South 89°14'02" East 351.94 feet; thence South 88°55'14" East 114.75 feet; thence South 87°52'44" East 255.99 feet to the Northerly highway right of way line Bob Barton Road; thence South 89°19'19" East 546.55 feet along said highway right of way line to the Easterly boundary line of said entire tract; thence South 0°19'10" West 25.00 feet along said boundary line to the Southerly section line of said Section 27 and the Southeast corner of said entire tract; thence North 89°19'19" West 1324.18 feet along said section line and the Southerly boundary line of said entire tract to the point of beginning.

PARCEL NO. 6

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 34: NW¼NW¼, W½NE¼NW¼

EXCEPTING a parcel of land for a County Road right of way as set forth in Warranty Deed dated July 9, 2008, recorded July 14, 2008 as Instrument No. 2083823, Jerome County records, being part of an entire tract of property, situated in the N¼NW¼ and the NW¼NE¼ of Section 34, Township 8 South, Range 16 East Boise Meridian, described as follows:

Beginning at the Northwest corner of said Section 34, which point is the Northwest corner of said entire tract; thence South 89°19'19" East 2648.37 feet along the Northerly boundary line of said entire tract and Northerly section line to the North quarter corner of said Section 34; thence South 89°19'03" East 673.30 feet along said Northerly boundary line and Northerly section line to the Northeast corner of said entire tract; thence South 0°20'00" West 37.52 feet along the easterly boundary line of said entire tract to a point 34.96 feet perpendicularly

distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 238+84.24; thence South 89°40'37" West 673.33 feet; thence North 0°20'00" East 4.00 feet; thence Westerly 274.16 feet along the arc of a 12031.00-foot radius curve to the right, chord bears North 89°34'24" West 274.16 feet; thence North 88°55'14" West 749.50 feet; thence South 89°44'42" West 300.55 feet; thence North 88°55'14" West 187.53 feet; thence South 89°46'13" West 350.09 feet; thence North 88°55'14" West 380.00 feet; thence North 89°53'45" West 364.08 feet; thence South 45°44'00" West 24.59 feet to the Easterly highway right of way line of 300 West Street; thence North 89°42'46" West 25.00 feet to the Westerly boundary line of said entire tract and the West section line of said Section 34; thence North 0°17'14" East 68.94 feet along said boundary line and said section line to the point of beginning.

PARCEL NO. 7

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 34: E½NE¼NW¼, SW¼NE¼, NW¼NE¼, EXCEPTING THEREFROM the following described parcel:

Commencing at the Northeast corner of said section;

Thence West along the North section line to the Northeast corner of the NW¼NE¼, the TRUE POINT OF BEGINNING;

Thence West along the said section line 650 feet;

Thence South parallel with West line NW¼NE¼, 550 feet;

Thence East parallel with the North line NW¼NE¼, 650 feet to the East boundary of NW¼NE¼;

Thence North along the said East boundary of NW¼NE¼, 550 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING a parcel of land for a County Road right of way as set forth in Warranty Deed dated July 9, 2008, recorded July 14, 2008 as Instrument No. 2083823, Jerome County records, being part of an entire tract of property, situated in the N½NW¼ and the NW¼NE¼ of Section 34, Township 8 South, Range 16 East Boise Meridian, described as follows:

Beginning at the Northwest corner of said Section 34, which point is the Northwest corner of said entire tract; thence South 89°19'19" East 2648.37 feet along the Northerly boundary line of said entire tract and Northerly section line to the North quarter corner of said Section 34; thence South 89°19'03" East 673.30 feet along said Northerly boundary line and Northerly section line to the Northeast corner of said entire tract; thence South 0°20'00" West 37.52 feet along the easterly boundary line of said entire tract to a point 34.96 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765 (100), opposite approximate Engineers Station 238+84.24; thence South 89°40'37" West 673.33 feet; thence North 0°20'00" East 4.00 feet; thence Westerly 274.16 feet along the arc of a 12031.00-foot radius curve to the right, chord bears North 89°34'24" West 274.16 feet; thence North 88°55'14" West 749.50 feet; thence South 89°44'42" West 300.55 feet; thence North 88°55'14" West 187.53 feet; thence South 89°46'13" West 350.09 feet; thence North 88°55'14" West 380.00 feet; thence North 89°53'45" West 364.08 feet; thence South 45°44'00" West 24.59 feet to the Easterly highway right of way line of 300 West Street; thence North 89°42'46" West 25.00 feet to the Westerly boundary line of said entire tract and the West section line of said Section 34; thence North 0°17'14" East 68.94 feet along said boundary line and said section line to the point of beginning.

PARCEL NO. 8

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 34: A portion of the NW¼NE¼, described as follows:

Beginning at the Northeast corner of Section 34;

Thence North 89°42'38" West, 1323.92 feet along the Northerly boundary of Section 34 to the Northeast corner of the NW¼NE¼;

Thence continuing North 89°42'38" West, 650.00 feet along said Northerly boundary;

Thence South 0°02'32" East, 181.61 feet to THE TRUE POINT OF BEGINNING;

Thence continuing South 0°02'32" East, 368.39 feet;

Thence South 89°42'38" East, 402.57 feet;

Thence North 47°24'03" West, 547.26 feet along the Chord of a Curve Left having an Arc Length of 551.25 feet, a Radius of 1320.00 feet and Central Angle of 23°55'40" to THE POINT OF BEGINNING.

TRACT III

TOWNSHIP 8 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 25: SW¼SW¼;

Section 26: SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 35: E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;
NW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Section 36: W $\frac{1}{2}$;

TOWNSHIP 9 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 3: Lot 1;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

TOWNSHIP 8 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

A parcel of land located in Section 25, 26, 35 and 36, described as follows:

Commencing at the South quarter corner of said Section 36;

Thence North 0°04'18" East along the North-South center of section line of section 36 for a distance of 361.24 feet to the center of Lateral "F" of the Northside Canal Company and being THE TRUE POINT OF BEGINNING;

Thence along the center of Lateral "F" on the following courses:

North 87°18'40" West, 56.25 feet;
South 83°34'56" West, 124.39 feet;
North 82°03'17" West, 41.45 feet;
North 62°52'07" West, 49.27 feet;
North 54°33'45" West, 136.42 feet;
North 47°56'00" West, 39.06 feet;
North 37°08'39" West, 55.03 feet;
North 22°06'56" West, 32.73 feet;
North 03°56'45" East, 27.47 feet;
North 25°13'19" East, 29.38 feet;
North 36°06'34" East, 40.25 feet;
North 34°18'31" East, 73.73 feet;
North 11°15'59" East, 26.71 feet to the intersection with the main lateral;

Thence along the center of the main lateral on the following courses:

South 88°25'19" East, 33.02 feet;
North 38°13'04" East, 24.03 feet;
North 03°14'47" East, 156.05 feet;
North 12°03'08" East, 84.82 feet;
North 03°13'17" West, 44.52 feet;
North 47°01'11" West, 34.88 feet;
North 67°07'50" West, 189.58 feet;
North 57°53'34" West, 34.75 feet;
North 36°33'36" West, 45.21 feet;
North 20°01'16" West, 39.23 feet;
North 01°37'44" East, 51.37 feet;
North 17°18'22" East, 50.72 feet;
North 36°53'44" East, 127.44 feet;
North 18°37'59" East, 50.57 feet;
North 16°19'07" West, 26.83 feet;
North 59°55'41" West, 30.63 feet;
North 86°06'21" West, 41.05 feet;
South 72°04'44" West, 59.77 feet;
North 87°56'55" West, 48.56 feet;
North 68°16'44" West, 49.27 feet;
North 65°51'34" West, 190.49 feet;
North 56°40'00" West, 115.32 feet;

North 42°16'44" West, 144.93 feet;
North 06°57'05" West, 27.18 feet;
North 31°20'29" East, 25.31 feet;
North 52°49'49" East, 29.09 feet;
North 67°38'38" East, 39.10 feet;
North 80°55'07" East, 56.00 feet;
North 89°15'19" East, 124.94 feet;
North 75°47'07" East, 35.61 feet;
North 56°37'14" East, 51.20 feet;
North 28°00'39" East, 31.89 feet;
North 02°28'20" East, 28.48 feet;
North 49°07'05" West, 25.23 feet;
South 86°13'58" West, 60.82 feet;
North 85°02'32" West, 166.67 feet;
South 85°35'56" West, 60.89 feet;
South 59°20'36" West, 69.00 feet;
South 67°57'16" West, 99.32 feet;
South 82°23'41" West, 41.03 feet;
North 85°14'15" West, 98.53 feet;
North 70°59'06" West, 109.28 feet;
North 26°59'19" West, 26.56 feet;
North 33°33'39" East, 119.50 feet;
North 16°47'25" East, 29.38 feet;
North 04°22'37" West, 123.94 feet;
North 20°50'24" West, 111.68 feet;
North 07°01'20" West, 46.24 feet;
North 18°35'15" East, 32.76 feet;
North 58°26'56" East, 33.91 feet;
North 73°50'57" East, 33.68 feet;
South 88°47'44" East, 36.93 feet;
South 81°18'31" East, 77.97 feet;
North 68°40'13" East, 28.42 feet;
North 29°47'42" East, 31.02 feet;
North 01°12'31" West, 31.10 feet;
North 37°00'43" West, 28.46 feet;
North 51°13'48" West, 103.84 feet;
North 40°16'39" West, 61.15 feet;
North 50°42'05" West, 64.10 feet;
North 43°54'14" West, 38.96 feet;
North 58°18'52" West, 98.99 feet;
North 45°50'22" West, 123.02 feet;
North 29°06'13" West, 50.86 feet;
North 12°05'06" West, 26.87 feet;
North 00°58'48" West, 58.15 feet;
North 35°04'22" West, 33.04 feet;
North 55°49'41" West, 33.33 feet;
North 70°46'04" West, 34.37 feet;
North 82°13'50" West, 131.17 feet;
South 80°52'49" West, 102.96 feet;
North 86°57'06" West, 42.31 feet;
North 69°31'30" West, 38.84 feet;
North 33°32'22" West, 87.28 feet;
North 50°43'03" West, 41.00 feet;
South 83°14'04" West, 38.71 feet;
South 42°28'53" West, 87.23 feet;
South 62°02'47" West, 29.75 feet;
North 85°03'41" West, 31.96 feet;
North 68°53'13" West, 41.67 feet;
North 63°28'20" West, 68.16 feet;

North 55°13'59" West, 47.21 feet;
North 38°18'45" West, 58.93 feet;
North 30°30'44" West, 51.38 feet;
North 19°00'50" West, 31.59 feet;
North 07°29'19" West, 31.70 feet;
North 03°44'01" East, 33.01 feet;
North 13°52'02" East, 112.84 feet;
North 03°43'42" East, 39.06 feet;
North 10°46'54" West, 23.96 feet to the intersection with a fence line running Westerly;
Thence leaving the center of the irrigation lateral and following an existing fence line on the following courses:
North 86°58'39" West, 224.80 feet;
North 87°10'19" West, 559.84 feet;
North 87°06'31" West, 773.22 feet;
North 00°11'49" East, 145.90 feet;
North 88°18'30" West, 610.45 feet;
North 88°43'32" West, 554.13 feet;
North 01°14'03" East, 1134.67 feet;
North 30°32'26" East, 148.33 feet;
North 36°06'36" East, 886.71 feet;
North 18°47'46" East, 190.75 feet;
North 09°08'15" East, 458.74 feet;
North 28°55'38" West, 315.38 feet to the intersection with the North boundary of the SW¼SE¼ of Section 26;
Thence South 89°52'36" East along the North boundary of the SW¼SE¼ of Section 26 for a distance of 551.33 feet to the Southwest corner of the NE¼SE¼ of Section 26;
Thence North 0°10'07" West along the West boundary of the NE¼SE¼ for a distance of 1320.69 feet to the Northwest corner of the NE¼SE¼;
Thence South 89°51'55" East along the North boundary of the NE¼SE¼ for a distance of 1320.22 feet to the East quarter corner of Section 26;
Thence South 0°23'30" East along the East boundary of the SE¼ of Section 26 for a distance of 1320.45 feet to the Northwest corner of the SW¼SW¼ of Section 25;
Thence North 89°57'17" East along the North boundary of the SW¼SW¼ of Section 25 for a distance of 1321.48 feet to the Northeast corner of the SW¼SW¼;
Thence South 0°16'58" East along the East boundary of the SW¼SW¼ for a distance of 1317.51 feet to the Southeast corner of the SW¼SW¼ of Section 25;
Thence North 89°49'38" East along the South boundary of Section 25 for a distance of 1318.96 feet to the North quarter corner of Section 36;
Thence South 0°04'18" West along the North-South center Section line of Section 36 for a distance of 4934.20 feet to the intersection with the center of Lateral "F" and being THE TRUE POINT OF BEGINNING.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

November 20, 2019

CONTERRA AGRICULTURAL CAPITAL LLC
7755 OFFICE PLAZA DR N STE 195
WEST DE MOINES IA 50266-2348

RE: Notice of Security Interest for Water Right/Permit No(s): 36-2206, 36-2474A, 36-2725A, 36-7491, 36-8530, 36-8539, 36-10082A, 36-15058, 36-15993

Dear Security Interest Holder:

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: C De Kruffy Dairy Partnership
Calvin or Alice De Kruffy
TitleOne, Jerome (File # 19341325)

Maline, Denise

From: Sarah Streeter <sarah.streeter@conterraag.com>
Sent: Wednesday, November 20, 2019 2:09 PM
To: Maline, Denise
Subject: RE: Notice of Security Interest for De Kruf Dairy & Alice De Kruf

Thank you for catching the discrepancy! Please replace the duplicate and no refund will be needed.

Have a great rest of your day!

Sarah Streeter
Senior Closing Administrator
Conterra Ag Capital
Direct Dial: (515) 564-5142
sarah.streeter@conterraag.com

From: Maline, Denise <Denise.Maline@idwr.idaho.gov>
Sent: Wednesday, November 20, 2019 11:51 AM
To: Sarah Streeter <sarah.streeter@conterraag.com>
Subject: Notice of Security Interest for De Kruf Dairy & Alice De Kruf

Good morning,

We received the attached Notice of Security Interest earlier this month, and I have a couple of questions. I am reaching out to you, as your e-mail was listed on the Notice. I have reached out to the Title Company, but have not received a response.

Water Right number 36-2725A is listed twice on the form; therefore it's a duplicate and an over-payment of \$25.00. However, during my research, I found that water right number 36-8530 (also in the name of Calvin & Alice De Kruf) was not listed on the form, but falls within the legal descriptions of the land on the security interest.

We have a couple of options:

- Should I add water right 36-8530 in place of the duplicate water right 36-2725A? (This way, no refund is applicable)
- Should I process the security interest as is, and issue a refund for \$25.00 to the Title Company?

Any help you can provide is greatly appreciated! Please call me if there are any questions.

Thank you,

Denise Maline @ IDWR Twin Falls

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



237 N. Lincoln
Jerome, ID 83338
Ph. (208)324-3357
Fx. (866) 310-3443
www.titleonecorp.com

Idaho Dept of Water Resources
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

RECEIVED

NOV 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: October 29, 2019

Re: Escrow No. 19341325 ~ Alice R. De Kruffy and C. De Kruffy Dairy, an Idaho General Partnership

In connection with the above referenced transaction, I am enclosing the following:

- Check No. 23503
- Notice of Security Interest in Water Rights
- Copy of recorded Mortgage, Instrument No. 2195111, Jerome County, Idaho

Once completed, please send confirmation to Conterra Agricultural Capital, LLC and TitleOne. If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Jo Lamb
(208) 324-3357
llamb@titleonecorp.com