

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 05 2016

Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right

**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

Please print or type. Attach pages with additional information. Instructions are on the back of this page

Incomplete forms will be returned

1. Water Right No(s): 35-2647A, 35-4039, 35-2283, 35-7830, 35-2469, 35-7019, 35-7519, 35-2359, 35-7518, 35-7680, 35-7612, 35-7798, 35-11702, 35-2591C, 35-2591D, 35-13850 and 35-13852

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:

The Bank of Commerce
c/o Western AgCredit
10980 South Jordan Gateway
P.O. Box 95850
South Jordan, UT 84095-0850.

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

VAL WAHLEN and LORI WAHLEN

5. Expiration Date of Notification Period: May 1, 2046

6. Is this a Renewal of Request for Notification () YES (X) NO

The Bank of Commerce
By: Western AgCredit, FLCA, Servicing Agent

7. Signature(s) (and title if applicable): By: [Signature]
David G. Brown
Chief Operating Officer

For Office Use Only

Received by JB
Receipted by JB
Processed by JB

Date 8/5/2016 Fee 425
Date 8/5/2016 Receipt No. E042337
Date 8/23/2016 WR JB

SUPPORT DATA

IN FILE # 35-2283

PROMISSORY NOTE AND LOAN AGREEMENT

This "Promissory Note and Loan Agreement" ("Note") is entered into as of May 11, 2016, between the Lender and Borrower identified below.

1. **PROMISE TO PAY.** For value received the undersigned (collectively, "Borrower") as principals, jointly and severally, promise to pay to the order of The Bank of Commerce ("Lender"), a corporation organized and existing under the laws of the United States of America, with its office at 1730 West Broadway, P.O. Box 1887, Idaho Falls, Idaho 83403 or at such other place as may be designated in writing by Lender, the principal sum of \$884,000.00 (Eight Hundred Eighty-Four Thousand and 00/100 Dollars) ("Loan") together with interest as specified in this Note below. "Indebtedness" means principal, interest and all other sums owed hereunder of whatever kind evidenced by this Note. All Indebtedness owed hereunder shall be payable only in lawful money of the United States of America.

2. **PAYMENTS.** Principal and Interest shall be payable to Lender as follows:

On May 01, 2017, and Annually thereafter, Borrower shall pay installments of principal and interest of \$43,655.83 each until May 01, 2046 (Maturity Date), at which time Borrower shall pay the unpaid principal balance and all accrued interest in full.

At Lender's option, a change in the interest rate or an advance may either increase or decrease one or more of the following: the amount of each installment due, the amount of the final installment (resulting in a final installment due at the Maturity Date which may be greater than any previous installments) or the total number of installments due. Lender may apply any payment received from or on behalf of Borrower and any proceeds of Collateral to principal, interest, or any part of the Indebtedness as Lender, in its sole discretion, may choose. Any payment received by Lender after Lender has closed its books for the day will be applied on the next business day.

3. **INTEREST.**

3.1. **INITIAL RATE.** The interest rate applicable to the Note is a Variable Interest Rate ("Variable Interest Rate") as set forth herein. Interest will be charged on the entire unpaid principal balance of this Note, including payments not made when due and any other sums owing hereunder. Interest charged hereunder, including any acceleration interest rate, all late charges, default interest and other charges, and all other amounts charged hereunder, shall not be limited by the laws of any state, including any state laws relating to a legal rate or other interest rate, but shall be governed solely by applicable federal laws. Interest will be calculated on the basis of a 360-day year. Interest charges will begin on the date Lender disburses principal and continue until the Indebtedness is paid in full with interest.

The initial interest rate in effect on this date is 2.75% ("Initial Interest Rate") per annum. The interest rate that Borrower will pay will change in accordance with Sections 3.2 through 3.6 below.

If Lender changes Borrower's Variable Interest Rate, Lender will give Borrower notice of such rate change to the extent required by and in accordance with the then applicable law.

3.2. **CHANGE DATE.** The Variable Interest Rate interest rate will automatically increase or decrease the same day there is an increase or decrease in the Index, defined below. Each date on which the Variable Interest Rate may change is called the "Change Date".

3.3. **INDEX.** Beginning on the first Change Date, the Variable Interest Rate charged hereunder shall be based on the "Prime Rate" as published in the Wall Street Journal (hereinafter referred to as "Index"). If the Prime Rate quoted in the Wall Street Journal is a split rate, the Index shall be based on the higher of the published rates, unless the rate charged by the majority of the 15 largest domestic banks is the lower rate, in which case Lender may charge the lower of the split rates. If said Index should no longer be published, Lender, in the exercise of reasonable judgment, shall substitute another means of determining a Prime Rate Index. Lender will give Borrower notice of such substitution.

- 3.4. CALCULATION OF CHANGES.** Subject to the limitations described in Section 3.6 below, on each Change Date, Lender will calculate the new Variable Interest Rate by Subtracting 0.75 percentage point(s) (the "Margin Points") from the Index published on the same day as the Change Date. This sum will be the interest rate until the next Change Date. Lender reserves the right to reprice the Loan by changing the Margin Points to the extent described in Section 3.5 below.
- 3.5. QUARTERLY REPRICING.** The Margin Points stated in Section 3.4 may be increased or decreased on September 01, 2016 and quarterly thereafter. The dates on which the Margin Points may be changed shall be referred to as the "Repricing Dates", and the periods between Repricing Dates shall be referred to as the "Repricing Periods". At least 12 days before each Repricing Date, Lender shall notify Borrower of the new Margin Points which will be applicable to the next Repricing Period.
- 3.6. LIMITATIONS ON CHANGE OF INTEREST RATE.** Notwithstanding any other provision in this Note, under no circumstances will the Variable Interest Rate applicable to the Note be less than 2.75% per annum (the "Minimum Rate"). In the event the Variable Interest Rate calculated pursuant to the provisions of Section 3.4 is less than the Minimum Rate, the Note shall accrue interest at the Minimum Rate until such time as the Change Date upon which the new Variable Interest Rate calculated from the provisions of Section 3.4 is equal to or more than the Minimum Rate.
- 4. LATE CHARGES FOR OVERDUE PAYMENTS.** Any installment of principal or interest not received by Lender by the end of the fifteenth (15th) calendar day after the date it is due shall bear interest from such due date until such amount is fully paid at the interest rate in effect at that time. If the interest rate and/or the rate group assignment (if applicable) is increased or decreased, the late charge rate shall be likewise adjusted.
- 5. DEFAULT.** Borrower is in default on this Note under any one or more of the following circumstances: (a) Borrower fails to pay when due principal, interest or other sums as set forth in this Note or any other Loan Document; (b) Borrower is declared to be in default on any other loan or obligation of Borrower to Lender or in which Lender has an interest, or Borrower breaches any term, condition or representation in this Note or in any other Loan Document in connection with this Note or in connection with any other loan of this Lender, or any other lender; (c) any of Borrower's representations to this or any other lender in connection with any loan are materially false or misleading; (d) Lender determines that Borrower is unable to repay the sums owed Lender under this Note as agreed, or Lender in good faith otherwise deems itself insecure; (e) Lender's reasonable determination that a material adverse change has occurred in the financial condition of Borrower or in the value of the Collateral; (f) Borrower's death, dissolution, incapacity or termination of existence; (g) Borrower's insolvency, business failure, application for or consent to appointment of a receiver/custodian or trustee for itself or any of its assets, assignment to an agent authorized to liquidate any substantial amount of assets, assignment for the benefit of creditors by, or commencement of any proceeding under any bankruptcy or insolvency law by or against Borrower, or any guarantor, endorser, or surety for Borrower; (h) any judgment, writ, levy, lien, attachment, notice of tax lien, tax lien, or similar process is entered or filed against Borrower, any guarantor or any of Borrower's or any of guarantor's properties and is not vacated, bonded, or stayed to the satisfaction of Lender; (i) a default occurs under any guaranty given to Lender in connection with this Note, or any guarantor shall purport to terminate, repudiate or contest any such guaranty; any guarantor who is a natural person shall die; or any guarantor that is not a natural person shall be dissolved or terminated; or (j) Borrower sells, leases, conveys, alienates, or transfers, or enters into any agreement for the sale, lease, conveyance, alienation, transfer or nonuse of any water, water rights or "Water Asset", as such may be defined in any deed of trust, mortgage, security agreement or other agreement relating to the pledge of water or water rights.
- 5.1 REMEDIES.** If a default shall occur, Lender shall have all rights, powers and remedies available under this Note or any other Loan Document, or accorded by law or at equity, including the right to foreclose on any and all Collateral and to exercise any or all of the rights of a mortgagee, trust deed beneficiary, or secured party pursuant to applicable law. One of Lender's remedies hereunder shall include Lender's right to immediately terminate Borrower's right to make draws, with or without notice to Borrower. All rights, powers, and remedies of Lender may be exercised at any time by Lender and from time to time after the occurrence of a default. All rights, powers, and remedies of Lender in connection with this Note and any other Loan Document are cumulative and not exclusive and shall be in addition to any other rights, powers, or remedies provided by law or equity. Lender may enforce any security interest or lien given or provided for under this Note or any other Loan Document in such manner and in such order, as to all or any part of

the Collateral as Lender, in its sole judgment, deems to be necessary or appropriate. Borrower, to the extent Borrower can, waives any and all rights, obligations, or defenses now or hereafter established by law relating to the foregoing. The mortgage, deed of trust or other Security Instrument provides that advances made by Lender shall become a part of the principal evidenced by this Note, and also states additional conditions under which the entire Note may be accelerated and become immediately due and payable and will be subject to interest and acceleration interest.

5.2 ACCELERATION AND INTEREST UPON ACCELERATION. On Borrower's default, and at Lender's option, all unpaid principal, including amounts advanced for taxes, insurance, and other expenses provided herein, accrued unpaid interest and amounts charged in Section 4, shall become immediately due and payable without presentment, demand, notice of non-payment, or protest. Interest on said accelerated amount shall be 4.00% per annum above the interest rate provided for in Section 3 above.

5.3 WAIVER. Any delay, failure or discontinuance of Lender in exercising any right or remedy shall not waive that right or remedy or any other right or remedy. Any explicit waiver of default by Lender must be in writing and signed by Lender. No waiver of default by Lender shall operate as a waiver of any other default or of the same default on a future occasion.

6. PREPAYMENT. Provided Borrower is not in default under this Note, Borrower has the right to make payments in advance of the scheduled payment dates and no prepayment penalty will be imposed. Such an advance payment is referred to as "prepayment". If Borrower, in making a prepayment, intends the prepayment to be applied to reduce the principal balance of the Note, Borrower must so inform Lender in writing accompanying the prepayment. Absent such a writing, or unless agreed to in writing otherwise, Lender may apply all prepayments in such manner as Lender, in its sole discretion, may determine.

Borrower may make a full or partial prepayment without paying a prepayment fee. If Borrower makes a partial prepayment, there will be no delays in the due dates of Borrower's installment payments unless Lender agrees in writing to those delays. Unless Borrower and Lender agree otherwise, Lender at its sole discretion may reamortize the Note on the basis of the new principal balance; otherwise, the making of a prepayment will operate only to discharge the Note at an earlier date.

LOAN AGREEMENT

7. BORROWER'S REPRESENTATIONS AND WARRANTIES. In addition to the representations and warranties described in other Loan Documents, Borrower makes the following representations and warranties to Lender which remain in effect until all Indebtedness subject to this Agreement is repaid in full:

7.1. FINANCIAL STATEMENTS. All financial statements and other information both previously and hereafter furnished by Borrower to Lender are accurate in every material respect; there has not been any material adverse change in the financial condition of Borrower since the date of the last financial statement provided; Borrower has no material liabilities, fixed or contingent, which are not fully shown or provided for in the said financial statements as of the date thereof.

7.2. SOLVENCY. Borrower has sufficient capital to carry on the business and is solvent and able to pay debts as they mature, and Borrower is generally paying such debts. Borrower owns property the fair market value of which exceeds the dollar amount required to pay Borrower's debts.

7.3. COMPLIANCE WITH LOAN TERMS. Borrower is performing on, or is in compliance with, all terms of all Borrower's other loans and obligations to all other creditors, if any, and all loans and obligations to Lender, whether or not subject to this Note.

7.4. LEGAL ENTITY WARRANTY AND CERTIFICATION. If Borrower is a legal entity, Borrower (and any person signing this Note in a representative capacity on behalf of Borrower) represents, warrants and certifies that Borrower is duly constituted under applicable laws and in good standing; that Borrower has the power, authority, and appropriate authorization to enter into this loan, the Note, all Security Instruments and any other Loan Document in connection with this Note; that when executed this Note, all

Security Instruments and any other Loan Document in connection with this Note shall be valid and legally binding on Borrower. If the Borrower is a trust, each trustee executing this Note on behalf of the trust also represents, warrants and certifies that this Note, all Security Instruments and other Loan Documents are being executed by all the currently acting trustees of the trust and that the trust has not been revoked, modified, or amended in any manner which would cause any of the foregoing to be incorrect.

8. SPECIAL LOAN CONDITIONS, COVENANTS AND REQUIREMENTS. Borrower covenants and agrees with Lender as follows:

8.1. INSURANCE. In addition to the insurance requirements described in other Loan Documents, Borrower shall provide, maintain and deliver to Lender, fire and extended coverage, flood and any and all other types of insurance in terms and amounts as may be required by law or Lender from time to time, with loss payable endorsements solely in favor of Lender.

8.2. FINANCIAL INFORMATION. At Lender's request, Borrower shall provide to Lender financial information in a form acceptable to Lender, including, when so required, a current balance sheet and income statement. In the case of multiple Borrowers, financial information must be provided for each Borrower as requested by Lender.

8.3. NEGATIVE COVENANTS. In addition to the negative covenants set forth in other Loan Documents, Borrower will not take any of the following actions without the prior written approval of Lender during the term of this Agreement and until all Indebtedness is paid in full:

- 8.3.1** Sell Borrower's business, abandon or cease business operations, or merge or consolidate with any third party or entity.
- 8.3.2** Dispose of all or a substantial portion of Borrower's business assets by sale, transfer, lease, gift, abandonment or otherwise, except for sales of inventory in the ordinary course of business.
- 8.3.3** Obtain credit or loans from other lenders other than trade credit customary in Borrower's business.
- 8.3.4** Become a guarantor or surety on, or otherwise become liable for, the debts or obligations of any third party person, or any entity or firm.
- 8.3.5** Mortgage, pledge, lease for a period exceeding one year or otherwise make or allow the filing of a lien on any Collateral.

9. SECURITY. This is a secured Note. "Collateral" means all real and personal property securing this Note. "Security Instrument" means any deed of trust, mortgage, security agreement or other Loan Document granting Lender a lien on, or security interest in, any real or personal property as security for this Note. The terms of all Security Instruments securing this Note are hereby incorporated by reference as a part of this Note as if fully set forth herein. "Loan Document" means this Note, and any loan agreement, guaranty, Security Instrument, and any and all other writings or agreements executed in connection with the Loan or this Note, and all amendments, modifications, and restatements thereof.

10. AGENCY. Each of the undersigned hereby appoints each of the other undersigned as his, her or its agent for purposes of the within obligations until written notice of termination of such agency is actually received by Lender. This Agency shall include, but not be limited to, the authority to request and receive loan disbursements and receive on behalf of all the undersigned any check, payment, document or notice given in connection with this Note or any loan.

11. INSPECTION AND ACCESS. While this Note is in effect Borrower will: (a) at Lender's request, furnish information to Lender relating to Borrower's business and financial affairs, (b) permit Lender to examine Borrower's books and records; and (c) allow Lender to inspect and appraise Lender's Collateral at reasonable times and places.

12. REQUIRED ACTIONS. While this Note is in effect Borrower will: (a) maintain all other loans with Lender in a current status; (b) comply with all terms and conditions of all Loan Documents executed in connection with this Note; and (c) execute, deliver, file and or record such documents or instruments, or take such other actions, as may be reasonably required by Lender to effectuate the intention of this transaction, or to assure the enforceability and collectability of the Indebtedness, Note or any Security Instrument, Loan Document or lien, or to otherwise protect or enforce the rights of Lender thereunder.

- 13. TRANSFER BY LENDER.** Lender may sell, transfer or assign this Note or any portion thereof, and deliver to the transferee(s) ("Holder") all or any portion of the property then held by it as security hereunder. The Holder shall thereupon become vested with all the power and rights herein given to Lender with respect thereto, and at such time the term "Lender" as herein used shall be deemed to mean and include the "Holder". Lender shall thereafter be forever relieved and fully discharged from any and all liability or responsibility to Borrower, but Lender shall retain all rights and powers hereby given with respect to property not so transferred, sold or assigned.
- 14. FEES AND CHARGES OF ATTORNEYS AND OTHERS.** In the event that Lender utilizes the services of attorneys, accountants, appraisers, consultants, or other professional or outside assistance, including the services of in-house counsel or any other attorney or professional who is an employee of Lender, the reasonable amount of fees, costs and expenses ("Expenses") incurred by Lender to utilize such persons in connection with any of the following shall be payable by Borrower on demand and Lender may, at its option, add the amount of such Expenses to any portion of the Note, and charge interest on such amount at the interest rate applicable to such portion of the Note: (a) The preparation, modification or enforcement of this Note and any other agreement or Loan Document incident to the Note or to the Collateral; (b) Advising Lender concerning its legal rights and obligations with regard to this Note and any other agreement or Loan Document incident to the Note, or to the Collateral, any policy or program of Lender, or any other state or federal law; (c) Any litigation, dispute, proceeding, or action (whether terminated or dismissed prior to judgment, reduced to judgment or otherwise finally resolved), and whether instituted by Lender, Borrower or any other person, relating to this Note, any other Loan Document, the Collateral or Borrower's affairs; (d) The furtherance of Lender's interest in any bankruptcy, insolvency, or reorganization case or proceeding instituted by or against Borrower, including any steps to (i) modify or terminate the automatic stay, (ii) prohibit or condition Borrower's use of cash collateral, (iii) object to any disclosure statement or plan, (iv) propose or confirm a plan, and (v) prosecute or defend adversary proceedings or contested matters, and take or defend examinations or discovery, whether or not related to any adversary proceeding or contested matter, whether terminated or dismissed prior to judgment, reduced to judgment or otherwise finally resolved; (e) The inspection, verification, protection, collection, processing, sale, liquidation, or disposition of the Collateral; and (f) Any of the type of Expenses referred to in (a) through (e) above incurred by Lender in connection with any guaranty of the Note.
- The Expenses described herein and elsewhere in this Note shall be in addition to those set forth in any Security Instrument or other Loan Document between Lender and Borrower.
- 15. TRANSACTION SUMMARY.** All disbursements and repayments of Indebtedness shall be posted on Lender's accounting records. Periodically, Lender shall send Borrower a transaction summary, statement or a similar loan accounting. If Borrower fails to object to the accounting in writing within 30 days of its mailing by Lender, Borrower shall have waived any right to object to the accuracy of the accounting and the accounting may be admitted into evidence by Lender for the purpose of establishing the balance due Lender in any legal proceeding arising between the parties.
- 16. NOTICES.** Borrower shall promptly give written notice to Lender of: (a) any enforcement action brought against Borrower by any governmental regulatory body or law enforcement authority or any dispute between Borrower and any such authority or body; (b) any pending or threatened litigation or court proceeding brought against Borrower; (c) the death or disability of any Borrower or guarantor; (d) any material adverse change in Borrower's business or financial condition; (e) the occurrence of any default or any event that with a lapse of time or the giving of notice or both would become a default under any obligation of Borrower to Lender or in which Lender has an interest; (f) any change in management or ownership of Borrower's business or operations; (g) any default on loans or credit arrangements with any other creditors; (h) any location change or new location of Borrower's office or site of operation; (i) any change to an out of state location for any Collateral; and (j) restriction, suspension, revocation or other change in any permit(s), license(s) or authority(ies) required to conduct Borrower's business.
- 17. LOAN CHARGES.** If a law, which applies to this Note and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this Note 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 which exceeded permitted limits will be

refunded to Borrower, without interest thereon. Lender may choose to make this refund by reducing the principal Borrower owes under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

18. **DISCLOSURE AND INQUIRIES.** By signing this Note, Borrower authorizes Lender from time to time to make such inquiries and gather such information as Lender deems necessary and reasonable to administer the loan. Lender is also authorized from time to time to make credit inquiries, verify credit, verify employment, and obtain credit agency reports regarding Borrower and Borrower's business.
19. **BORROWER'S AUTHORITY.** By signing this Note, Borrower warrants that Borrower has legal authority to enter into this transaction, that the terms and conditions of this Note and any Security Instrument executed in connection herewith do not contravene the terms and conditions of any other contract(s) of Borrower, that Borrower's representations in connection with this loan are true and accurate, and that Borrower is not involved in, and has no expectations of involvement in, any legal action that might impair Borrower's financial condition or ability to continue business.
20. **HAZARDOUS SUBSTANCE INDEMNITY.** Borrower indemnifies and agrees to hold Lender harmless from any losses or damages suffered by Lender that arise from the release, threatened release, discharge, manufacture, use, storage, transportation or presence of any hazardous substance in connection with the business of Borrower or on any real property owned or occupied by Borrower, whether pledged as security for this Note or not. The indemnity covers the officers, directors, agents, and attorneys of Lender and extends to attorneys' fees and other costs and expenses incurred by Lender in connection with the foregoing. The term "Hazardous Substance" shall mean any material or substance which is now or hereafter considered "hazardous" or "toxic" or subject to any other deleterious classification under any federal, state, or local law. NOTWITHSTANDING ANY OTHER PROVISION OF THIS NOTE OR THE OTHER LOAN DOCUMENTS, THIS INDEMNITY SHALL SURVIVE REPAYMENT OF THE LOAN.
21. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** The liability of each Borrower executing this Note shall be that of co-maker and not that of an endorser, guarantor or accommodation party and shall be joint and several. The separate property of any married person executing this Note shall be liable for the Loan and Indebtedness evidenced hereby.
22. **SPECIFIC WAIVERS OF EACH BORROWER.** The indebtedness of each Borrower is independent of the indebtedness of all other Borrowers. Each Borrower expressly waives any right to require Lender to proceed against any other Borrower, to proceed against or exhaust any collateral, to pursue any remedy Lender may have at any time, and the benefit of any statute of limitations affecting its liability under this Note or any other Loan Document. Each Borrower waives any and all defenses by reason of: (a) any disability or other defense of any other Borrower with respect to the Indebtedness owed to Lender, (b) the termination for any reason whatsoever of the liability of any other Borrower, (c) any act or omission of Lender that directly or indirectly results in or aids the discharge or release of any other Borrower, any guarantor, or any security provided by any Borrower or guarantor, (d) the failure by Lender to perfect any security interest or lien on any collateral, and (e) an election of remedies by Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to security for this Note, has destroyed Borrower's rights of subrogation, contribution, reimbursement, indemnity, set off, or other recourse against another Borrower.
- 22.1. **BORROWER FURTHER AGREES.** Each Borrower agrees that Lender may at any time, without notice, release all or any part of the security for this Note (including all or any part of the premises covered by any mortgage or deed of trust), grant extensions, change terms of payment, deferments, renewals or reamortizations of any part of the debt evidenced by this Note, and release from personal liability any one or more of the parties who are or may become liable for this debt; all without affecting the personal liability of any other party. Borrower and endorsers of this Note also severally waive any and all other defenses or right of offset against the Holder hereof. No Borrower shall have any right of subrogation, contribution, reimbursement, indemnity, set off, or other recourse and waives the benefit of, or any right to participate in, any collateral until such time as all of the obligations owed by Borrower to Lender under this Note shall have been paid in full.

- 22.2. BORROWER FURTHER REPRESENTS AND WARRANTS.** Each Borrower represents and warrants to Lender that it has established adequate means of obtaining from each other Borrower, on a continuing basis, information pertaining to the businesses, operations and conditions (financial or otherwise) of each other Borrower and its properties, and each Borrower now is and will be familiar with the businesses, operations and conditions (financial or otherwise) of each other Borrower and its properties. Each Borrower waives and relinquishes any duty on the part of Lender (if such duty exists) to disclose to any Borrower any matter, fact or thing related to the businesses, operations, or conditions (financial or otherwise) of any other Borrower or its properties.
- 23. REAL ESTATE SECURED NOTE.** This Note is secured by a Security Instrument which describes how and under what conditions all amounts owed under this Note may become immediately due and payable. One of those conditions relates to any transfer of the Property covered by the Security Instrument and to certain other transfers. Refer to each Security Instrument for the specific conditions and requirements.
- 24. NO ORAL AGREEMENTS.** The representatives of Lender are not authorized to make any oral agreements or assurances. Do not sign this Note if you believe that there are any agreements or understandings between you and Lender that are not set forth in writing in this Note or the other Loan Documents.
- 25. SUCCESSORS AND ASSIGNS.** This Note is binding on Borrower's and Lender's successors and assignees. Borrower shall not assign this Note without Lender's prior written consent. Lender may sell participations in or assign this Note, and may exchange financial information about Borrower with actual or potential participants or assignees. If a participation is sold or the Note is assigned, the purchaser will have the right of set-off against Borrower.
- 26. SEVERABILITY.** If one or more of the provisions of this Note, any Security Instrument or any other Loan Documents should be deemed or held to be invalid, illegal, unenforceable or against public policy in any respect, the validity, legality, and enforceability of the remaining provisions shall not in anyway be affected or impaired. To the extent any waiver of a right by Borrower hereunder may be contrary to applicable law, such waiver shall be deemed made to the extent allowed by such law.
- 27. CAPTIONS.** Captions used in this Note are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any term or provision. As used herein, the word "including" means "including without limitation" and/or "including but not limited to".
- 28. APPLICABLE LAW.** Enforcement of this Note, any Security Instrument, and any other Loan Document executed in connection herewith shall be governed by and construed in accordance with federal laws to the extent applicable, and shall otherwise be governed by the laws of the State of Utah, unless a Security Instrument specifies that it shall be governed by the laws of a different state, in which case the law of the state specified in the Security Instrument shall govern regarding the Security Instrument in question.
- 29. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING.** This Note, any Security Instrument and modifications thereof, the Notice of Loan Approval, and any other Loan Document executed by Borrower in connection herewith, constitute the entire agreement between Borrower and Lender and supersedes all prior negotiations, communications, discussions, oral agreements, and promises concerning this loan. The Note shall not include any loan application or any written correspondence submitted by Borrower to Lender that has not been agreed to by Lender in writing. To the extent that any of the terms or provisions contained in this Note are inconsistent with those contained in the Notice of Loan Approval, or in any previous loan agreement, Security Instrument, agreement or other Loan Document executed prior to this Note, the terms and provisions contained herein shall control. Otherwise, such provisions shall be considered cumulative. This Note may be amended or modified only by a written instrument executed by Lender and Borrower. All exhibits to this Note are considered to be supplemental to and made a part of this Note.

REPRESENTATIVES OF LENDER ARE NOT AUTHORIZED TO MAKE ANY ORAL AGREEMENTS OR ASSURANCES. DO NOT SIGN THIS AGREEMENT IF YOU BELIEVE THAT THERE ARE ANY AGREEMENTS OR UNDERSTANDINGS BETWEEN YOU AND LENDER THAT ARE NOT SET FORTH IN WRITING IN THIS AGREEMENT OR IN OTHER LOAN DOCUMENTS PERTAINING TO THIS LOAN.

Loan / Supplement Number:	4100672853
Customer Number:	7001891

Signature(s):



VAL WAHLEN


LORI WAHLEN

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

Instrument # 676404

BINGHAM COUNTY, IDAHO
2016-05-17 02:28:50 PM No. of Pages: 14
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$49.00
Ex-Officio Recorder Deputy JPulley
Index To: MORTGAGE
Electronically Recorded by Simplifile

581798

Space Above This Line For Recorder's Use

Loan Number: 4100672853

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 11th day of May, 2016, between VAL WAHLEN and LORI WAHLEN, husband and wife hereinafter called "Mortgagor", and The Bank of Commerce hereinafter called "Mortgagee", having its principal place of business in Idaho Falls, Idaho.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Blingham, State of Idaho, described in Exhibit "A".

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "Water" and "Water Rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "Water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403



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WITNESSETH: That Mortgagor **IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS** unto Mortgagee together with right of entry and possession the following described real property situated in the County of Bingham, State of Idaho, described in Exhibit "A".

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon, all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "Water" and "Water Rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "Water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

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

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

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

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

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

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

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

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT: All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING: This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

[X] a Promissory Note or a Supplement to Master Loan Agreement dated as of May 11, 2016, in the stated principal amount of \$884,000.00.

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the

property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of

business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency,

including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to

the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
 - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled

with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Signature(s):

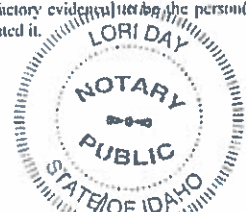
Val Wahlen
VAL WAHLEN
Lori Wahlen
LORI WAHLEN

Notary Acknowledgment(s):

STATE OF Idaho

COUNTY OF Burien

On this 17th day of May, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared VAL WAHLEN [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he executed it.

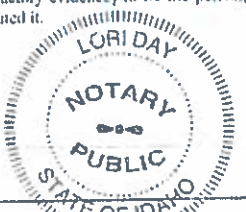


WITNESS my hand and official seal
Lori Day
Notary Public in and for said County and State
Comm Exp: 11/27/2021

STATE OF Idaho

COUNTY OF Burien

On this 17th day of May, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared LORI WAHLEN [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that she executed it.



WITNESS my hand and official seal
Lori Day
Notary Public in and for said County and State
Comm Exp: 11/27/2021

EXHIBIT "A"

RP0026401, RP0026200, RP0026100, RP0027100, RP0027001, RP0026500, RP0026901, RP0026700, RP0027800, RP0028300, RP0029400, RP0029803, RP0037003, RP0040601, RP0089200, RP0096901, RP7053103, RP7053100, RP7053200, RP0024800, RP0025100, RP0026601, RP0027302, RP0029503, RP0029601 and RP0029000

PARCEL 1:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 22: E $\frac{1}{2}$ SW $\frac{1}{4}$, LYING EAST OF THE RIGHT-OF-WAY OF THE HIGH LINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY.**

PARCEL 2:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 22: S $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE STATE OF IDAHO FOR HIGHWAY PURPOSES BY WARRANTY DEED RECORDED NOVEMBER 2, 1976, BOOK 20, INSTRUMENT NO. 218002.**

SECTION 22: NW $\frac{1}{4}$ SE $\frac{1}{4}$ LYING SOUTH AND EAST OF THE EAST LINE OF THE HIGH LINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY.

PARCEL 3:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 22: NE $\frac{1}{4}$ SE $\frac{1}{4}$; EXCEPTING THEREFROM ANY OF THE FOLLOWING DESCRIBED PROPERTY, LYING WITHIN SAID SECTION 22: A PARCEL OF LAND LYING ON BOTH SIDES OF THE CENTERLINE OF STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS, AND BEING A PORTION OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 22, AND THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT THE EAST CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 107.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET WESTERLY FROM THE CENTERLINE OF SAID STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY; THENCE ALONG SAID PARALLEL LINE AS FOLLOWS: N. 0°24'35" W. 311.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 1161+46.61 BACK EQUALS STATION 161+45.79 AHEAD OF SAID HIGHWAY SURVEY NORTHERLY ALONG A 57,360.79 FOOT RADIUS CURVE RIGHT, 1007.66 FEET TO A POINT IN THE NORTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ AND OPPOSITE STATION 171+52.31 OF SAID HIGHWAY SURVEY; THENCE N. 89°30'38" E. ALONG SAID NORTH LINE 125.67 FEET TO THE W $\frac{1}{4}$ CORNER OF SAID SECTION 23; THENCE N. 0°27'06" EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 465.0 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE HIGHLINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY; THENCE EASTERLY ALONG SAID CENTERLINE 10.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET EASTERLY FROM THE CENTERLINE OF SAID HIGHWAY SURVEY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE BEING A 57,230.79 FOOT RADIUS CURVE LEFT 465.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 23; THENCE S. 89°30'28" WEST ALONG SAID SOUTH LINE 5.0 FEET, MORE OR LESS, TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 22; THENCE S. 0°26'51" W. ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 1320.0 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.**

PARCEL 4:

**TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: BEGINNING AT A POINT 541 FEET WEST OF THE SE CORNER; THENCE N. 456 FEET; THENCE W. 250 FEET; THENCE S. 456 FEET; THENCE E. 250 FEET TO THE POINT OF**

BEGINNING. TOGETHER WITH THAT PORTION OF 1000 SOUTH (GRANDVIEW ROAD), ADJACENT HERETO, AS SET FORTH IN ORDINANCE 99-04, RECORDED MARCH 24, 1999 AS INSTRUMENT NO. 476125.

PARCEL 5:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM: A PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT WHICH IS S. 89°57'35" E. 2,386.09 FEET ALONG THE SECTION LINE AND N. 02°39'47" E. 205.87 FEET FROM THE SW CORNER OF SECTION 23, AND RUNNING THENCE ALONG A FENCE LINE N. 00°35'59" W. 208.05 FEET; THENCE S. 87°40'14" E. 15.46 FEET; THENCE N. 02°18'22" E. 37.84 FEET; THENCE N. 87°32'35" E. 201.75 FEET; THENCE S. 01°27'07" E. 96.37 FEET; THENCE S. 43°26'01" W. 120.15 FEET; THENCE S. 62°42'18" W. 153.26 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING: COUNTY ROADS.

PARCEL 6:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: A PORTION OF THE E $\frac{1}{2}$ SE $\frac{1}{4}$ DESCRIBED AS: COMMENCING AT A POINT 456 FEET N. OF THE SE CORNER OF THE SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE W. 476 FEET; THENCE S. 136 FEET; THENCE W. 65 FEET; THENCE N. 136 FEET; THENCE W. 280 FEET TO A CONCRETE POST WHICH IS 499 FEET E. OF THE WEST LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT IN THE WEST LINE OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$, SAID POINT BEING 713 FEET N. OF THE SW CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE N. TO THE NW CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE E. TO THE NE CORNER OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE SOUTH TO THE PLACE OF BEGINNING, EXCEPT: THE RIGHT-OF-WAY OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY.

PARCEL 7:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT: THAT PORTION LYING NORTH OF THE CANAL, EXCEPTING AND RESERVING TO THE UNITED STATES OF AMERICA, PURSUANT TO THE PROVISIONS OF THE ACT OF AUGUST 1, 1946 (60 STAT., 755), ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, TOGETHER WITH THE RIGHT OF THE UNITED STATES THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE, AND REMOVE THE SAME.

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: N $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT: HIGHWAY RIGHT-OF-WAY OVER NW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 8:

THAT PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, LYING SOUTH OF THE RIGHT-OF-WAY OF THE HIGHLINE OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY, EXCEPTING THEREFROM ANY OF THE FOLLOWING DESCRIBED PROPERTY, LYING WITHIN SAID SECTION 23: A PARCEL OF LAND BEING ON BOTH SIDES OF THE CENTERLINE OF STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS AND BEING A PORTION OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 22, AND THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT THE SE CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 107.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET WESTERLY FROM THE CENTERLINE OF SAID STATE HIGHWAY NO. 39, PROJECT NO. RS-1721(15) HIGHWAY SURVEY; THENCE ALONG SAID PARALLEL LINE AS FOLLOWS: N. 0°24'35" W. 311.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 1161+46.61 BACK EQUALS STATION 161+45.79 AHEAD OF SAID HIGHWAY SURVEY NORTHERLY ALONG A 57,360.79 FOOT

RADIUS CURVE RIGHT, 1007.66 FEET TO A POINT IN THE NORTH LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$ AND OPPOSITE STATION 171+52.31 OF SAID HIGHWAY SURVEY; THENCE N. 89°30'38" E. ALONG SAID NORTH LINE 125.67 FEET TO THE W $\frac{1}{4}$ CORNER OF SAID SECTION 23; THENCE N. 0°27'06" E. ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 465.0 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE HIGHLINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL COMPANY; THENCE EASTERLY ALONG SAID CENTERLINE 10.0 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 65.0 FEET EASTERLY FROM THE CENTERLINE OF SAID HIGHWAY SURVEY; THENCE SOUTHERLY ALONG SAID LAST PARALLEL LINE BEING A 57,230.79 FOOT RADIUS CURVE LEFT 465.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 23; THENCE S. 89°30'28" W. ALONG SAID SOUTH LINE 5.0 FEET, MORE OR LESS, TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 22; THENCE S. 0°26'51" WEST ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 9:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 24: LOTS 1 AND 2, W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, EXCEPT BEGINNING AT THE SE CORNER OF SAID LOT 2, THENCE W. 324.5 FEET, THENCE N. 235.5 FEET, THENCE E. 323.5 FEET, THENCE S. 235 FEET TO THE POINT OF BEGINNING.

EXCEPT BEGINNING AT THE INTERSECTION OF THE N. LINE OF THE RIGHT-OF-WAY OF THE HIGHWAY RUNNING ALONG S. SIDE OF SAID SECTION 24 WITH THE E. LINE OF THE RIGHT-OF-WAY OF THE COUNTY ROAD ALONG THE W. SIDE, THENCE E. 150 FEET, THENCE N. 290 FEET, 1-3/5 INCHES, THENCE W. 150 FEET, THENCE S. 290 FEET, 1-3/5 INCHES TO THE PLACE OF BEGINNING, EXCEPT THE STATE HIGHWAY ACROSS THE S. LINE OF SAID SECTION 24, TOGETHER WITH THAT PORTION OF VACATED 1000 SOUTH (GRANDVIEW ROAD) AS SET FORTH IN ORDINANCE 99-04, RECORDED AS INSTRUMENT NO. 476125. ALSO BEGINNING AT THE CENTER OF SAID SECTION 24, THENCE S. 1402.5 FEET, THENCE E. 861 FEET TO THE CENTER OF RABBIT BRUSH LATERAL, THENCE N. 3°30' E. 865.7 FEET, THENCE N. 35°15' W. 660 FEET, THENCE W. 562 FEET TO THE PLACE OF BEGINNING.

PARCEL 10:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 25: W $\frac{1}{2}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM: BEGINNING AT THE NW CORNER OF SAID SECTION 25; THENCE SOUTHERLY 540 FEET, MORE OR LESS, TO THE N. BANK OF A SMALL IRRIGATION DITCH; THENCE N. 88°48'00" E. ALONG THE N. BANK OF SAID DITCH A DISTANCE OF 325 FEET; THENCE N. 00°31'00" W. A DISTANCE OF 542 FEET, MORE OR LESS, TO A POINT ON THE N. SECTION LINE OF SAID SECTION 25; THENCE W. ALONG SAID SECTION LINE 337.8 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM: BEGINNING AT A HIGHWAY RIGHT-OF-WAY MARKER ON THE S. LINE OF STATE HIGHWAY 39 THAT IS E. ALONG THE SECTION LINE 1,325.45 FEET AND S. 00°02'30" W. 21.1 FEET FROM THE NW CORNER OF SAID SECTION 25; AND RUNNING THENCE S. 00°02'30" E. 263.64 FEET; THENCE N. 89°44'06" W. 996.14 FEET, MORE OR LESS, TO THE E. LINE OF THE SCHOOL PROPERTY; THENCE N. 00°31'00" W. 258.35 FEET, MORE OR LESS, TO THE S. LINE OF STATE HIGHWAY 39; THENCE N. 89°51'34" E. 986.1 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 11:

TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 12:

NE $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 4 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, EXCEPTING THE FOLLOWING DESCRIPTION CONTAINING 7.4 ACRES MORE OR LESS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 26, AND RUNNING THENCE S. 00° 04'00" W. 607.41 FEET ALONG SAID SECTION LINE; THENCE S. 89° 42'33" W. 528.95 FEET;
THENCE N. 00° 20'59" W. 607.41 FEET ALONG THE PROLONGATION OF A FENCE LINE;
THENCE N. 89° 42'37" E. ALONG THE NORTH LINE OF SAID SECTION 26 TO THE NORTHEAST CORNER OF SAID SECTION 26.

PARCEL 13:

TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 9: SE $\frac{1}{4}$, EXCEPTING THEREFROM: HIGHWAY 39, ALSO EXCEPTING THEREFROM: A PORTION OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 9, TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., DESCRIBED AS: BEGINNING AT A POINT THAT IS WEST ALONG THE SECTION LINE 576.74 FEET AND N. 07°11'55" W. 14.0 FEET FROM THE SE CORNER OF SAID SECTION 9; AND RUNNING THENCE N. 07°11'55" W. 812.14 FEET; THENCE S. 49°05'10" E. 220.93 FEET; THENCE S. 75°09'00" E. 67.81 FEET; THENCE N. 79°16'05" E. 202.23 FEET; THENCE S. 29°10'00" E. 123.96 FEET; THENCE N. 87°17'10" E. 131.37 FEET TO THE WEST LINE OF STATE HIGHWAY 39; THENCE S. 00°24'59" E. ALONG THE WEST LINE 221.15 FEET; THENCE S. 06°17'58" W. 157.67 FEET; THENCE S. 00°18'55" E. 185.37 FEET; THENCE LEAVING SAID WEST LINE S. 88°11'01" W. 506.65 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM: BEGINNING AT THE S $\frac{1}{4}$ CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 31 E.B.M.; AND RUNNING THENCE S. 89°40' E. A DISTANCE OF 637.3 FEET ALONG THE SOUTH LINE OF SAID SECTION 9; AND RUNNING THENCE N. 22°00' E. A DISTANCE OF 157.7 FEET TO A POINT ON THE SOUTH BANK OF THE HIGH LINE CANAL OF THE ABERDEEN-SPRINGFIELD CANAL CO. AND ON THE SW CORNER OF A BRIDGE; AND RUNNING THENCE ON A MEANDER LINE ON THE SOUTH BANK OF SAID HIGH LINE CANAL N. 87°50' W. A DISTANCE OF 263.5 FEET; THENCE N. 71°12' W. A DISTANCE OF 149.0 FEET; THENCE N. 45°47' W. A DISTANCE OF 244.5 FEET; THENCE N. 72°46' W. A DISTANCE OF 123.0 FEET TO A POINT WHICH IS ON THE SOUTH BANK OF SAID HIGH LINE CANAL AND ALSO ON THE WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 9; THENCE S. 00°05' E. A DISTANCE OF 407.4 FEET, MORE OR LESS, ALONG THE SAID WEST LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 9, ON WHICH IS LOCATED A LONG ESTABLISHED PROPERTY LINE FENCE, TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM: BEGINNING AT THE INTERSECTION OF THE E $\frac{1}{4}$ CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, AND A COUNTY ROAD; AND RUNNING THENCE S. ALONG THE COUNTY ROAD RIGHT-OF-WAY 300 FEET TO THE N. BANK OF THE LATERAL G; THENCE NORTHWESTERLY ALONG THE BANK OF THE LATERAL G 460 FEET, MORE OR LESS, TO THE E. BANK OF THE HILINE BRANCH OF THE ABERDEEN SPRINGFIELD CANAL; THENCE NORTHWESTERLY ALONG THE E. BANK 275 FEET, MORE OR LESS, TO THE N. LINE OF THE SE $\frac{1}{4}$ OF SECTION 9, SAID POINT BEING 475 FEET W. FROM THE POINT OF BEGINNING; THENCE E. 475 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 16: W $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM: BEGINNING AT THE N $\frac{1}{4}$ CORNER OF SAID SECTION 16; AND RUNNING EAST ALONG THE NORTH LINE OF SAID SECTION 400 FEET; THENCE S. 190 FEET TO A POINT THAT IS 400 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 16; THENCE W. 400 FEET TO THE NORTH-SOUTH CENTERLINE; THENCE N. 190 FEET ALONG SAID NORTH-SOUTH CENTERLINE TO THE POINT OF BEGINNING. EXCEPTING: THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BOUNDS OF A COUNTY ROAD ON THE NORTH AND WEST. ALSO EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., WHICH POINT BEARS S. 89°40' E. A DISTANCE OF 637.3 FEET FROM THE N $\frac{1}{4}$ CORNER OF SAID SECTION 16; AND RUNNING THENCE ON A MEANDER LINE S. 22°00' W. A DISTANCE OF 235.4 FEET ALONG A FENCE LINE; THENCE N. 89°53' E. A DISTANCE OF 233.7 FEET (WHICH LINE RUNS PARALLEL TO AND 9 FEET NORTH OF THE NORTH SIDE OF A LABOR HOUSE); THENCE N. 33°40' E. A DISTANCE OF 45 FEET; THENCE N. 00°21' E. A DISTANCE OF 179.4 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE N. 89°40' W. A DISTANCE OF 161.5 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID SECTION 18, TO THE POINT OF BEGINNING.

PARCEL 15:

TOWNSHIP 4 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 10: S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT: HIGHWAY 39 AND COUNTY ROAD

PARCEL 16:

TOWNSHIP 4 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 19: LOTS 3 AND 4; E $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ LYING EAST OF THE LOW LINE BRANCH OF THE ABERDEEN-SPRINGFIELD CANAL, ALSO EXCEPT

BEGINNING AT A POINT THAT IS N. 00°40'00" E. 979.04 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SAID SECTION 19, AND RUNNING THENCE N. 00°40'00" E. 362.69 FEET ALONG THE SECTION LINE; THENCE S. 88°37'36" E. 255.09 FEET; THENCE S. 01°43'02" E. 349.68 FEET; THENCE S. 88°30'23" W. 269.81 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT BEGINNING AT A POINT THAT IS N. 00°40'00" E. 1786.89 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SAID SECTION 19, AND RUNNING THENCE N. 00°40'00" E. 359.71 FEET ALONG THE SECTION LINE; THENCE S. 88°48'34" E. 325.70 FEET; THENCE S. 00°03'43" E. 351.07 FEET; THENCE S. 89°40'44" W. 330.20 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT COUNTY ROAD ALONG THE SOUTH AND WEST SIDE.

PARCEL 17:
BLOCKS 33, 34, 35, AND 36 IN THE TOWNSITE OF STERLING, BINGHAM COUNTY, IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 3 OF PLATS, PAGE 37

PARCEL 18:
ALL OF BLOCKS 38, 39, 40, 41, 42, 43, 44, 45 AND 46 IN THE TOWNSITE OF STERLING, BINGHAM COUNTY, IDAHO, AS SHOWN OF THE RECORDED PLAT THEREOF, RECORDED IN BOOK 3 OF PLATS, PAGE 37

PARCEL 19:
TOWNSHIP 4 SOUTH, RANGE 31 E., B.M., BINGHAM COUNTY, IDAHO
SECTION 13: NW¼SW¼
SECTION 14: S½, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF IDAHO FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED AS INSTRUMENT NOS. 218297 AND 218298.
SECTION 23: THAT PORTION OF THE NW¼ LYING N. OF THE RIGHT OF WAY OF THE HIGHLINE ABERDEEN-SPRINGFIELD CANAL

PARCEL 20:
TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: SW¼SW¼,

EXCEPTING THEREFROM STATE HIGHWAY #39,

ALSO EXCEPTING THEREFROM: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, AND RUNNING THENCE EAST 100 FEET; THENCE NORTH 270 FEET; THENCE WEST 100 FEET; THENCE SOUTH 270 FEET TO THE POINT OF BEGINNING.

SECTION 26: NW¼NW¼, S½NW¼, S½NE¼, N½SW¼,

EXCEPTING THEREFROM STATE HIGHWAY #39.

ALSO EXCEPTING THEREFROM: BEGINNING AT THE NORTHWEST CORNER OF SECTION 26, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 26 A DISTANCE OF 1,190 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; THENCE RUNNING EAST 730 FEET, THENCE SOUTH 730 FEET, THENCE WEST 730 FEET, THENCE NORTH 730 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH 1568.44 SHARES of water stock in the ABERDEEN-SPRINGFIELD CANAL COMPANY.

ALSO TOGETHER with the following water rights registered with the State of Idaho Department of Water Resources: Water Right Number(s): 35-2647A, 35-4039, 35-2283, 35-7830, 35-2469, 35-7019, 35-7519, 35-2359, 35-7518, 35-7680, 35-7612, 35-7798, 35-11702, 35-2591C, 35-2591D.

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

Instrument # 209092
POWER COUNTY, IDAHO
05-17-2016 03:05:50 PM No. of Pages: 10
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHARIE SPRAGUE Fee: \$37.00
Ex-Office Recorder Deputy: maureen schelske
Electronically Recorded by Simplifile

581798

Space Above This Line For Recorder's Use

Loan Number: 4100672853

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 11th day of May, 2016, between VAL WAHLEN and LORI WAHLEN, husband and wife hereinafter called "Mortgagor", and The Bank of Commerce hereinafter called "Mortgagee", having its principal place of business in Idaho Falls, Idaho.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Power, State of Idaho, described in Exhibit "A".

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "Water" and "Water Rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "Water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

Recording Requested by:

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The Bank of Commerce
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a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

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

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

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

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

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

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

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

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 8.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT: All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING: This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

[X] a Promissory Note or a Supplement to Master Loan Agreement dated as of May 11, 2016, in the stated principal amount of \$884,000.00.

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the

property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgages being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "Action" has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of

business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency,

including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to

the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
 - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled

with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

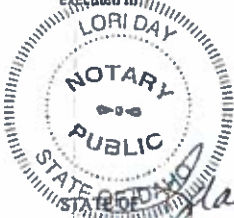
Signature(s):

Val Wahlen
VAL WAHLEN
Lori Wahlen
LORI WAHLEN

Notary Acknowledgment(s):

STATE OF Idaho
COUNTY OF Bingham

On this 17th day of May, 20 16, before me, the undersigned Notary Public in and for said County and State, personally appeared VAL WAHLEN [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he executed it.



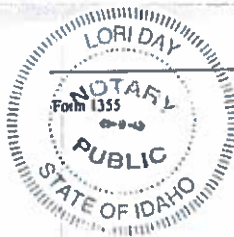
WITNESS my hand and official seal

[Signature]
Notary Public in and for said County and State

Comm Exp: 11/27/2021

COUNTY OF Bingham

On this 17th day of May, 20 16, before me, the undersigned Notary Public in and for said County and State, personally appeared LORI WAHLEN [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that she executed it.



WITNESS my hand and official seal

[Signature]
Notary Public in and for said County and State

Comm Exp: 11/27/2021

EXHIBIT "A"
RPD0516-01 and RPD0505-02

Power County

**PARCEL OF LAND LOCATED IN TOWNSHIP 7 SOUTH, RANGE 29 E.B.M., POWER COUNTY,
IDAHO, DESCRIBED AS FOLLOWS:**

SECTION 23: S½SE¼

SECTION 26: S½NW¼; N½SW¼; N½NE¼

**TOGETHER with the following water rights registered with the State of Idaho Department of
Water Resources: Water Right Number(s): 35-13850 and 35-13852**