RECEIVED

MAR 2 4 2023

Department of Water Resources
Eastern Region

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
17-7029 OK			
17-7178 OK			

2. The following **REQUIRED** information must be submitted with this form:

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

   MetLife Real Estate Lending LLC
   c/o MetLife Investment Management, LLC
   10801 Mastin Boulevard, Suite 700
   Overland Park KS 66210

4. Name of Water Right Owner/Claimant(s) — UGC Land Ltd. Co., a Utah limited liability company

5. Expiration Date of Notification Period — February 5, 2033

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

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

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

   By: _____
   Name: Robert Frudden
   Title: Authorized Signatory and Director

For Office Use Only

Receipted by JB Date 3/21/2023 Receipt No. 5039715 Fee $50.-

Processed by AJ _____ Date _____ WR JB Date 3/30/2023

UGC Land Ltd. Co.
Notice of Security Interest in Water Right
Loan No. 202842
118358977.3 0053564-00580

SUPPORT DATA
IN FILE # 17-7629

SCANNED
MAR 3 0 2023

Microfilm No. 164470
10 Day Mar 20 23
At 12 40 O'clock PM
Lola Bott
Oneida Co. Recorder
Fee $ 45.00 Deputy
Recorded at Request of
TitleOne - Burley

THIS INSTRUMENT PREPARED BY:
Virginia M. Pedreira
Stoel Rives LLP
600 University Street
Suite 3600
Seattle, WA 98101-4109
(206) 386-7632

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

NTO-123238
22467467

Space above this line for Recorder's Use

UGC Land Ltd. Co.
Loan No: 202842

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

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of March 10th, 2023, and is by UGC LAND LTD. CO., a Utah limited liability company ("**Grantor**"), to and in favor of METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company ("**Mortgagee**").

Mortgagee has agreed to make a loan in the original principal sum of $11,000,000.00 (the "**Loan**") to Grantor under the terms and conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage (the "**Note**").

ARTICLE 1 – GRANT

To secure repayment of the indebtedness evidenced by the Note and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "**Property**"): (1) the real estate and any interest in the real estate located in Oneida County, Idaho, and described in EXHIBIT A (the "**Land**"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "**Improvements**"); (3) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment (i) now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed), or (ii) described on EXHIBIT B (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto; (5) other tenements, hereditaments and appurtenances to the Land; (6) rights to the use and

SCANNED
MAR 3 0 2023

enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water including, without limitation, the rights described on EXHIBIT C ("**Water Rights**"); (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts; (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral"; (9) timber now or hereafter standing on or cut from the Land; (10) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, including but not limited to Grantor's interest as landlord under that certain (i) Agricultural Lease – Well Irrigated Acreage, dated October 27, 2022 (the "**Farm Lease**"), between RLF Deep Creek, LLC, as lessor ("**RLF**"), and Standlee Ag Resources, as lessee, and assigned by RLF to Grantor pursuant to that certain Assignment and Assumption of Farm Lease, dated October 31, 2022, between RLF and Grantor and (ii) Grazing Lease, dated September 27, 2021 (the "**Grazing Lease**"), between RLF, as lessor, and The Rose of Snowville, LLC, as lessee, and assigned by RLF to Grantor pursuant to that certain Partial Assignment and Assumption of Grazing Lease, dated October 31, 2022, between RLF and Grantor (individually and collectively, the "**Leases**"); (11) crops growing or to be grown on or under the Land (including all such crops following severance from the Land and seed and propagative portions of plants but excluding any crops owned by any third party tenants) (the "**Crops**"); (12) permits and licenses relating or pertaining to the use or enjoyment of the Property; (13) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property ("**Insurance Claims**"); (14) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements ("**Condemnation Awards**"); (15) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; and (16) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

ARTICLE 2 - ASSIGNMENT OF RENTS

Grantor irrevocably and unconditionally assigns Mortgagee all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other proceeds of the Property, whether now due, past due or to become due, including all prepaid rents, security deposits and other supporting obligations (collectively, the "**Rents**").

Notwithstanding the provisions of this Article 2, Mortgagee confers upon Grantor a revocable license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "**License**"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor.

Subject to the License, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

SCANNED
MAR 3 0 2023

All lessees under the Leases are hereby irrevocably authorized and notified by Grantor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Mortgagee may notify any person that the Leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure of or taken possession of the Property.

Mortgagee may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Mortgagee deems appropriate: (1) Secured Obligations; (2) expenses of leasing, operating, maintaining and managing the Property, including without limitation, salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Mortgagee deems necessary or desirable; (3) taxes, charges, claims, assessments, any other liens, and premiums for insurance relating to the Property that Mortgagee deems necessary or desirable; and (4) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property that may be characterized as personal property (the "**Personalty**"). Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

The address adjacent to Grantor's signature below, (a) if Grantor is an individual, is Grantor's principal residence; (b) if Grantor is other than an individual and has only one place of business, is Grantor's principle place of business; and (c) if Grantor is anything other than an individual and has more than one place of business, is Grantor's chief executive office. The address for Mortgagee in Article 7 is its address as secured party under the Uniform Commercial Code as adopted in the Governing Law State (the "**UCC**").

This mortgage constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Grantor, the "secured party" is Mortgagee and the collateral is the Property.

ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "**Secured Obligations**"): (1) all Obligations (as defined in the Note); (2) all obligations of Grantor under this mortgage; (3) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (4) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

Future Secured Obligations. The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations, together with interest thereon, are secured by this mortgage to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time. Nothing in this Section will constitute a commitment to make additional or future advances in any amount.

General. The scheduled maturity date of the Note is February 5, 2033. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "**Loan Documents**"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity Agreement, dated as of the date hereof between, without limitation, Grantor and Mortgagee; that agreement, the "**Environmental Indemnity**"). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the

Secured Obligations may vary from time to time. The obligations secured hereby may provide for the interest rate, payment terms, or balance due to be indexed, adjusted, renewed or renegotiated. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

ARTICLE 5 – WARRANTY AND COVENANTS

Warranty of Title. Grantor represents and warrants that, other than the exceptions to title expressly listed on a schedule of exceptions to coverage in the final commitment for title insurance or pro forma policy of title insurance accepted by Mortgagee prior to the Closing (defined in the Note), Grantor lawfully possesses and holds fee simple title to all of the Land and Improvements; and that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

Water Rights. Grantor represents and warrants that the Water Rights afford the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property

Performance of Secured Obligations. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

Maintenance of Property. Grantor shall: maintain and preserve all rights and privileges Grantor now has in the Property; make any repairs, renewals or replacements to keep the Property in good working condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

Water Rights. Grantor shall maintain the Water Rights during the term of the Loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Grantor shall not modify, amend or terminate any Water Rights without Mortgagee's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Grantor shall notify Mortgagee if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

Compliance with Applicable Law Grantor shall not commit or allow any act upon or use of the Property which would violate any applicable law, whether now existing or later to be enacted and whether foreseen

SCANNED
MAR 30 2023

or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property.

Taxes and Assessments. Grantor shall pay prior to delinquency all taxes, levies, charges and assessments imposed by applicable law or any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, and any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "**Imposition**"). If after the date of this mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this Section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that: (1) Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest; and (2) Grantor shall have posted a bond or furnished such other security required from time to time by Mortgagee.

Damages and Insurance and Condemnation Awards. Mortgagee may, at its option: (1) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and Mortgagee may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees (defined in the Note), incurred in connection with such recovery. The balance shall, at Mortgagee's option, be applied to pay or prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WITH RESPECT TO ALLOCATION OF CONDEMNATION AWARDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

Site Visits, Observation and Testing. Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Environmental Indemnity, and otherwise to determine Grantor's compliance with this mortgage.

Property Leases. Grantor will (i) strictly and punctually pay and perform all obligations of the landlord under the Farm Lease and the Grazing Lease, (ii) promptly upon, but in no event later than five (5) business days after learning thereof, notify Mortgagee in writing of the occurrence of any default under the Farm Lease or the Grazing Lease or the receipt of any notice or communication from the tenant asserting a default under the Farm Lease or the Grazing Lease, (iii) not assign, agree to assign, sell or transfer any interest in or grant any security interest or lien upon the Farm Lease or the Grazing Lease or Grantor's interest thereunder and (iv) not terminate, modify or amend the Farm Lease or the Grazing Lease without the prior written consent of Mortgagee.

Prohibited Transfers. Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. **"Prohibited Transfer"** means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and Equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility, and other than the Farm Lease or the Grazing Lease; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial

SCANNED
MAR 3 0 2023

ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

Prohibited Transfer Rate. If there is a Prohibited Transfer, Mortgagee may deem the principal balance of the Loan and, to the extent permitted by applicable law, all other Obligations, increase at the Contract Rate (as defined in the Note) by 2.000% per annum, retroactive to the date of the Prohibited Transfer. Mortgagee's rights under this Section are an option available to Mortgagee, and unless elected by Mortgagee, a Prohibited Transfer will constitute an Event of Default and all Obligations will bear interest at the Default Rate (as defined in the Note).

Compensation and Reimbursement of Costs and Expenses. Grantor shall pay (1) for any services rendered in connection with this mortgage; (2) all of Mortgagee's costs and expenses incurred in rendering any such services; and (3) all costs, expenses and other advances incurred or made by Mortgagee in an effort to enforce the terms of this mortgage or protect the Property, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, or in defending any action or proceeding arising under or relating to this mortgage, including Legal Fees, and costs of any Foreclosure Sale. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances incurred by Mortgagee in each of those Foreclosure Sales.

Indemnification. GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE LOAN DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

Payments Due Under This Mortgage. Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee. Each such obligation shall bear interest from the date the obligation arises at the Default Rate (as defined in the Note).

ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

Events of Default. The following each shall be an event of default under this mortgage (an "**Event of Default**"): (1) an Event of Default (as defined in the Note); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) Grantor has commenced curing that default within that 30 day period and thereafter

diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

Remedies. At any time after an Event of Default, Mortgagee may invoke any and all of the rights and remedies described below. All of such rights and remedies are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

Acceleration. Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

Receiver. Mortgagee may, to the extent permitted by applicable law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Grantor, any guarantor of all or any portion of the Secured Obligations, or of any person liable for the payment of the Secured Obligations. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND GRANTOR AGREES TO NOT OPPOSE SUCH APPOINTMENT.

Entry. To the extent permitted by applicable law, Mortgagee, in person, by agent or by court- appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Mortgagee at the site of the Land. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. Regardless of any provision of this mortgage or the other Loan Documents, Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy in accordance with the UCC.

Cure; Protection of Security. Mortgagee may cure any breach or default of Grantor, and if Mortgagee chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Note; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article either with or without giving notice to any person. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that applicable law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by

SCANNED
MAR 3 0 2023

Mortgagee to prepare the Personalty for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies against account debtors or other persons obligated on the Personalty (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personalty; (3) advertise dispositions of the Personalty through publications or media of general circulation, whether or not the Personalty is of a specialized nature; (4) contact persons for expressions of interest in acquiring all or any portion of the Personalty; (5) hire professional auctioneers to assist in the disposition of the Personalty, whether or not the Personalty is of a specialized nature; (6) dispose of the Personalty by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personalty; (7) dispose of the Personalty in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personalty or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personalty; or (10) sell any Personalty jointly with any of the Property or to sell any Personalty in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personalty, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.

Judicial Action. Mortgagee may bring an action in any court of competent jurisdiction to foreclose this mortgage in the manner provided under applicable law for the foreclosure of mortgages on real property or to obtain specific enforcement of any of the covenants or agreements of this mortgage.

Sales of Personal Property. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation.

Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "**Foreclosure Sale**"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the liens of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

Additional Rights. In addition to the rights and powers given to Mortgagee under this mortgage, Mortgagee shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

Credit Bids. At any Foreclosure Sale, any person, including Grantor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that Property, Mortgagee may settle for the purchase price by crediting the sales price of the Property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

Application of Foreclosure Sale Proceeds, Rents and Other Sums. Mortgagee shall apply the proceeds of any Foreclosure Sale to pay (or reimburse Mortgagee for payment of) the Secured Obligations

in any order and proportions as Mortgagee may choose, with the surplus, if any, to be paid over to Grantor. Mortgagee has no liability for any funds which it does not actually receive.

Waivers. Grantor waives: (1) any right to require Mortgagee to proceed against Grantor, proceed against or exhaust any security held from Grantor, or pursue any other remedy in Mortgagee's power to pursue; (2) any defense based on any legal disability of Grantor, any discharge or limitation of the liability of Grantor to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Grantor's obligations exceed or are more burdensome than those of Grantor; (3) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this mortgage and of the existence, creation, or incurring of new or additional indebtedness of Grantor, and demands and notices of every kind; (4) any defense based on or arising out of any defense that Grantor may have to the payment or performance of the Secured Obligations or any part of it; and (5) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee may have against Grantor, and all rights to participate in any security now or later to be held by Mortgagee for the Secured Obligations. Grantor waives all rights and defenses that Grantor may have because the Secured Obligations may be secured by real property other than the Property hereby encumbered. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because the Secured Obligations may be secured by real property other than the Property. Grantor waives any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered. No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage.

Information. Grantor is solely responsible for keeping informed of Grantor's financial condition and business operations and all other circumstances affecting Grantor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee will have no duty to disclose to Grantor any information which Mortgagee may receive about Grantor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 7 – MISCELLANEOUS

Notices. All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Mortgagee will not be effective until actually received by Mortgagee. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to c/o MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: LMG Director, with a carbon copy to c/o MetLife Investment Management, LLC, 205 E River Park Circle, Ste. 430, Fresno, CA 93720, Attn: Director, WRO; with a carbon copy to c/o MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: Law Department.

Entire Agreement. This mortgage and the other Loan Documents collectively: (1) represent the sum of the understandings and agreements between Mortgagee and Grantor concerning the Loan; (2) replace any prior oral or written agreements between Mortgagee and Grantor concerning the Loan; and (3) are intended by Mortgagee and Grantor as the final, complete and exclusive statement of the terms agreed to by them.

SCANNED
MAR 3 0 2023

No Waiver or Cure. Each waiver by Mortgagee must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee to take action on account of any default of Grantor. Consent by Mortgagee to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance. The exercise by Mortgagee of any right or remedy under this mortgage or the other Loan Documents or under applicable law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents, have been cured); or impair the security of this mortgage; or prejudice Mortgagee or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this mortgage.

Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property.

Waiver of Dower, Homestead, and Distributive Share. Grantor relinquishes all right of dower, if any, and waives all right of homestead exemption and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

Waiver of Marshalling. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including any holder of a lien subordinate to this mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

Waiver of Certain Other Laws. To the extent permitted by applicable law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any applicable law providing for appraisement, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IDAHO.

Joint and Several Obligations. If Grantor consists of more than one person, each Grantor (1) acknowledges and undertakes, together with every other Grantor, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (2) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (3) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

Governing Law/Jurisdiction and Venue. This mortgage shall be governed exclusively by the laws of the State of Idaho without regard or reference to its conflict of laws principles.

SCANNED

MAR 3 0 2023

General. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee. This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. Time is of the essence of this mortgage. Each party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this mortgage. When all Secured Obligations have been paid in full, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

Additional Security Documents. Grantor has simultaneously herewith executed and delivered to or for the benefit of Mortgagee that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith to be recorded in the real estate records of, and encumbering or affecting certain property owned by the Grantor located in Box Elder County, Utah as security for the Secured Obligations (as amended, restated or modified from time to time, sometimes, the "**Additional Deed of Trust**"). The Additional Deed of Trust and this mortgage shall each and all constitute security for, among other things, the Note, and the Secured Obligations, each as defined therein. If there should be an Event of Default in any of the terms, conditions or obligations of this mortgage or the Additional Deed of Trust, such default shall constitute an Event of Default under the Additional Deed of Trust and this mortgage. Mortgagee may foreclose or otherwise enforce its rights, powers and remedies with respect to and realize upon, such security under any one or more of this mortgage or the Additional Deed of Trust, in any order as Mortgagee may choose, either before or concurrently with or after a foreclosure or other enforcement of this mortgage, and any other security or any of the other Loan Documents (whether or not every aspect of any such foreclosure or other enforcement may be commercially reasonable), all without impairing or being deemed to have waived any rights, benefits, liens or security evidenced by or arising under or in connection with this mortgage, the Additional Deed of Trust, any other such security or any of the other Loan Documents, and in any event without being deemed to have made an election thereby or to have accepted the benefits of such security (or the proceeds thereof) in full settlement of the Secured Obligations, and of its rights with respect thereto. No judgment, order or decree rendered against Grantor or the Guarantor with respect to any such other security or any of the other Loan Documents, whether rendered in the State in which the Property is situated or elsewhere, shall in any manner affect the security of this mortgage, and any deficiency or other debt represented by any such judgment, order or decree shall, to the extent permitted by law, be secured by this mortgage to the same extent that the Secured Obligations shall have been secured by this mortgage prior to the rendering of such judgment, order or decree. Grantor for itself and for any and all persons who may at any time claim through or under Grantor or who hereafter may otherwise acquire any interest in or title to all or any part of the Property or any other security for the Secured Obligations, hereby irrevocably waives and releases, to the extent permitted by law, all benefit of any and all laws that would limit or prohibit the effectiveness of anything set forth in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SCANNED

MAR 30 2023

[SIGNATURE PAGE TO MORTGAGE]

GRANTOR BY EXECUTION AND DELIVERY OF THIS MORTGAGE TO MORTGAGEE, AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (A) THIS MORTGAGE; OR (B) ANY OTHER LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE NOTE AND OTHER LOAN DOCUMENTS.

Grantor is executing this mortgage effective as of the day and year first written above.

GRANTOR

Address for notices:
760 Horizon Drive, Suite 400
Grand Junction, Colorado 81506
Attention: Aaron Martinsen

UGC LAND LTD. CO., a Utah limited liability company

By: _____
AARON MARTINSEN
Managing Director

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

SCANNED

MAR 3 0 2023

[ACKNOWLEDGEMENTS OF MORTGAGE]

STATE OF COLORADO)
) SS
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 28th day of February, 2023 by AARON MARTINSEN, Managing Director on behalf of UGC LAND LTD. CO., a Utah limited liability company.

Megan Yoachum
Signature of person taking Acknowledgment

Notary
Title or Rank

20194032693
Serial Number, if any

[SEAL]

MEGAN YOACHUM
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20194032693
My Commission Expires 8/27/2023

SCANNED
MAR 30 2023

EXHIBIT A

UGC Land Ltd. Co.
Loan No: 202842

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

Legal Description of Real Estate

Oneida County, Idaho

A part of sections 28 and 29, township 16 south, range 31 east of the Boise base and meridian. Beginning at the northwest corner of said section 28 being a glo brass cap monument and running thence south 89° 02' 15" east 1785.40 feet along the north line of the northwest quarter of said section 28 to the southwesterly right-of-way line of interstate 84; thence south 36° 08' 13" east 4348.63 feet along said southwesterly right-of- way line to the Idaho and Utah state boundary line; thence along said state boundary line the following two (2) courses: (1) north 89° 43' 04" west 4406.41 feet to the southeast closing corner of said section 29 being a glo brass cap monument; and (2) north 89° 42' 23" west 3945.39 feet to an existing fence line being the east line of USA property; thence north 00° 46' 12" east 3572.61 feet along said existing fence line being the east line of said USA property to the north line of said section 29; thence south 88° 57' 13" east 3954.72 feet along said north line to the point of beginning.

SCANNED

MAR 3 0 2023

EXHIBIT B

UGC Land Ltd. Co.
Loan No: 202842

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

List of Specific Equipment

[See Attached]

SCANNED
MAR 3 0 2023

	System	Serial #
#1	NW 28-T16SS-R31E Oneida CO., ID 2002 Valley NON-TOW UNIT 1294'	10173754
#2	SW 26-T15N-R8W Box Elder, UT 1981 Valley NON-TOW UNIT ( )	KA09485
#3	NW 35-15N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1037'	10013897
#4	NE 35-15N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1107'	10013899
#5	SW 35-15N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1316'	10013730
#6	SE 35-T15N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1316'	10013732
#7	SW 36-15N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 997'	10013939
#8	NW 2-14N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013736
#9	NE 2-14N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013743
#10	NW 1-14N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013934
#11	NE 1-14N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013741
#12	NW 6-14N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 859'	10013686
#13	SW 2-14N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013738
#14	SE 2-14N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013746
#15	SW 1-14N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1317'	10013748
#16	SE 1-14N-R9W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1308'	10013937
#17	SW 6-14N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1416	10013687
#18	SE 6-14N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1353'	10013694
#19	SW 5-14N-R8W Box Elder CO., UT 1999 Valley NON-TOW UNIT 1353'	10013695
#20	NW 9-14N-R9W Box Elder CO., UT 2010 ZIMMATIC NON-TOW UNIT 1299'	LA7565
#21	NE 9-14N-R9W Box Elder CO., UT 2003 Valley NON-TOW UNIT 1308'	10231965
#22	NW 10-14N-R9W Box Elder CO., UT 2003 Valley NON-TOW UNIT 1137'	10231966

SCANNED
MAR 3 0 2023

#23	NE 10-14N-R9W Box Elder CO., UT 2006 ZIMMATIC NON-TOW UNIT 1111'	L96788
#24	[illegible]	[illegible]
#25	[illegible]	[illegible]
#26	[illegible]	[illegible]
#27	[illegible]	[illegible]
#28	SW 9-14-N-R9W Box Elder CO., UT 2006 ZIMMATIC NON-TOW UNIT 1524'	L93473
#29	SE 9-14N-R9W Box Elder CO., UT 2003 Valley NON-TOW UNIT 1558'	10221972
#30	SW 10-14N-R9W Box Elder CO., UT 2010 ZIMMATIC NON-TOW UNIT 1646'	LA7577
#31	[illegible]	[illegible]
#32	[illegible]	[illegible]
#33	NW 16-14N-R9W Box Elder CO., UT 2008 Valley NON-TOW UNIT 1310'	10654689
#34	NE 16-14N-R9W Box Elder CO.,UT 2007 Valley NON-TOW UNIT 1317'	10603581
#35	NW 15-14N-R9W Box Elder CO., UT 2008 Valley NON-TOW UNIT 1318'	10638833
#37	[illegible]	[illegible]
#38	[illegible]	[illegible]
#39	SW 16-14N-R9W Box Elder CO., UT 2010 ZIMMATIC NON-TOW UNIT 1321'	LA7605
#40	SE 16-14N R9W Box Elder CO..UT 2007 Valley NON-TOW UNIT 1355'	10603582
#42	SE 15-14N-R9W Box Elder CO..UT 2002 Valley NON-TOW UNIT 1331'	10173756
#43	[illegible]	[illegible]
#44	[illegible]	[illegible]
#45	29-T16S-R31E Onieda CO., 2002 Valley 8000 1710.9'	10173755
#ANDER 1	[illegible]	[illegible]
#ANDER 2	[illegible]	[illegible]

SCANNED
MAR 3 0 2023

	[illegible]	
#ANDER 3	[illegible]	[illegible]
#ANDER 4	[illegible]	[illegible]
#A	SW 31-15N-R8W Box Elder CO., UT 2002 Valley NON-TOW UNIT 1317'	10190966
#B	[illegible]	[illegible]
#C	NE 5-14N-R8W Box Elder CO., UT 2002 Valley NON-TOW UNIT 1147'	10197211
#D	[illegible]	[illegible]
#FRANK 1	NW 3-14N-R9W Box Elder CO., UT 2005 Valley NON-TOW UNIT 1116'	10388207
#FRANK 2	NE 3-14N-R9W Box Elder CO., UT 2003 Valley 8000 1089'	10231969
#FRANK 3	SW 3-14N-R9W Box Elder CO.,UT 2003 Valley NON-TOW UNIT 1303'	10231971
#R1	NW 8 14N R 8W Box Elder CO., UT 1997 Valley NON-TOW UNIT 1110'	2400097
#PUMP 1	NW 28-T16S-R31E Oneida CO., UT GE 250HP MOTOR/PANEL	70701
#PUMP 2	SE 26-T15N-R9W Box Elder CO., UT 400HP WESTINGHOUSE MOTOR/PANEL	122V729
#PUMP 3	SE 26-T15N-R9W Box Elder CO., UT GE 400HP MOTOR/PANEL	D18451
#BOOSTER	SE 26-T15N-R9W Box Elder CO., UT 250HP GE BOOSTER	BK8397137
#PUMP 4	NW 36-T15N-R9W Box Elder CO., UT GE 250HP MOTOR/PANEL	73946
#PUMP 5	SE 36-T15N-R9W Box Elder CO.,UT 300HP US MOTOR/PANEL W/ALLEN BRADEY UFD	1505PH
#PUMP 6	SW 31-T15N-R8W Box Elder CO., UT 200HP US MOTOR/PANEL	D20535
#PUMP 7	NE 6-T14N-R8W Box Elder CO., UT 200 HP MOTOR/PANEL	1505 PH
#PUMP 8	NE 6-T14N-R8W Box Elder CO., UT GE 300HP MOTOR/PANEL	70208
#PUMP 9	SE 5-T14N-R8W Box Elder CO., UT 200HP NEWMAN MOTOR/PANEL	D12613
#PUMP 10	SW 4-T14N-R9W Box Elder CO., UT 250HP GE MOTOR	5K6325XA8
#PUMP 11	NW 16-T14N-R9W Box Elder CO., UT 250HP US MOTOR/PANEL	445TPA

SCANNED
MAR 3 0 2023

#PUMP 12	NE 16-T14N-R9W Box Elder CO., UT 500HP US MOTOR/PANEL W/ALLEN BRADLY UFD	H0500SLHX
#PUMP 13	SE 16-T14N-R9W Box Elder CO., UT 125HP GE MOTOR/PANEL	CKJ320115
#FRANKS	NE 2-T14N-R9W Box Elder CO., UT GE 150HP MOTOR/PANEL	TP20
#ANDER	NW 20-T14N-R8W Box Elder CO., UT 250HP GE MOTOR/PANEL W/ ALLEN BRADLY UFD	6286P20
#LP1	NE 11-14N-R9W Box Elder CO., UT 200HP MOTOR/PANEL W/ ALLEN BRADLY UFD	1233275
#LP2	NE 11-T14N-R9W Box Elder CO., UT 150HP GE MOTOR/PANEL	R66164032
#UP	SE 1-T14N-R9W Box Elder CO., UT 100HP NEWMAN MOTOR/PANEL	51307308
REMOTE	2014 AG SONSE REMOTE OPERATION SYSTEM	

SCANNED

EXHIBIT C

UGC Land Ltd. Co.
Loan No: 202842

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

List of Specific Water Rights

Idaho Water Rights

All of Water Right Nos. 17-7029 and 17-7178.

SCANNED
MAR 3 0 2023

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED

NOV 0 3 2022

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
17-7029 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
17-7178 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: RLF Deep Creek, LLC
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): UGC Land Ltd. Co.
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   760 Horizon Drive, Suite 400 (Mailing address) | Grand Junction (City) | CO (State) | 81506 (Zip)

   Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: October 28, 2022.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☒ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

   SUPPORT DATA
   IN FILE # 17-7029

   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [signature] | Attorney (Title, if applicable) | November 3, 2022 (Date)
   Signature of new owner/claimant
   Luke H. Marchant
   Print name

   Signature: _____ | _____ | _____
   Signature of new owner/claimant | Title, if applicable | Date
   Print name

For IDWR Office Use Only:

Receipted by CH Date 11/3/22 Receipt No. E0486966 Receipt Amt. $50.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 11/9/2022

NOV 15 2022

164080

Microfilm No. 164080
01 Day Nov 20 22
At 11 50 O'clock AM
Natalie Murphy
Oneida Co. Recorder
Fee $ 15.00 Deputy
Recorded at Request of
Northern Title Company- Malad

WHEN RECORDED, MAIL TO:
UGC Land Ltd
760 Horizon Drive, Ste 400
Grand Junction, CO 81506

QUIT CLAIM DEED
WATER RIGHTS
(Idaho)

RLF Deep Creek, LLC, a Colorado limited liability company ("Grantor"), with an address of 1400 16th Street, Suite 320, Denver, CO 80202, hereby quit claims to UGC Land Ltd. Co., a Utah limited liability company ("Grantee"), with an address of 760 Horizon Drive, Suite 400, Grand Junction, CO 81506, all Grantor's right, title, and interest in and to the water rights listed on **Exhibit A** attached hereto that are appurtenant to the real property in Oneida County, Idaho described on **Exhibit B** attached hereto.

Dated the 28 day of October, 2022.

GRANTOR:

RLF Deep Creek, LLC,
a Colorado limited liability company

By: _____
Name: Aaron Patsch
Title: Authorized Representative

STATE OF Colorado)
:ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 28 day of Octobers, 2022, by Aaron M Patsch, as Authorized Representative of RLF Deep Creek, LLC, a Colorado limited liability company.

Robin Grace White
Notary Public

My commission expires:
11/16/25

{SEAL}

ROBIN GRACE WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134069976
MY COMMISSION EXPIRES November 16, 2025

SCANNED
NOV 15 2022

Exhibit A to Quit Claim Deed – Water Rights (Idaho)
List of Water Rights

All of Water Right Nos. 17-7029 and 17-7178.

The following water rights are reserved and retained by Grantor:

1,695 shares in the Curlew Irrigation Company

SCANNED
NOV 15 2022

Exhibit B to Quit Claim Deed – Water Rights (Idaho)
Legal Description of Real Property

Real Property in Oneida County, Idaho

A PART OF SECTIONS 28 AND 29, TOWNSHIP 16 SOUTH, RANGE 31 EAST OF THE BOISE BASE AND MERIDIAN.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28 BEING A GLO BRASS CAP MONUMENT AND RUNNING THENCE SOUTH 89°02'15" EAST 1785.40 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE SOUTH 36°08'13" EAST 4348.63 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE IDAHO AND UTAH STATE BOUNDARY LINE; THENCE ALONG SAID STATE BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°43'04" WEST 4406.41 FEET TO THE SOUTHEAST CLOSING CORNER OF SAID SECTION 29 BEING A GLO BRASS CAP MONUMENT; AND (2) NORTH 89°42'23" WEST 3945.39 FEET TO AN EXISTING FENCE LINE BEING THE EAST LINE OF USA PROPERTY; THENCE NORTH 00°46'12" EAST 3572.61 FEET ALONG SAID EXISTING FENCE LINE BEING THE EAST LINE OF SAID USA PROPERTY TO THE NORTH LINE OF SAID SECTION 29; THENCE SOUTH 88°57'13" EAST 3954.72 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 570.75 ACRES.

SCANNED
NOV 15 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

March 30, 2023

METLIFE REAL ESTATE LENDING LLC
C/O METLIFE INVESTMENT ADVISORS
10801 MASTIN ST STE 930
OVERLAND PARK KS 66210-1677

RE: Notice of Security Interest for Water Right/Permit No(s): 17-7029 and 17-7178

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: UGC LAND LTD CO

SCANNED SCANNED
MAR 3 0 2023 MAR 3 0 2023

SECURED Land Title℠

7090 South Union Park Avenue Ste. 425
Midvale, UT 84047
Ph. (385) 464-1254
Fx. (866) 352-7740
www.securedlandtitle.com

Idaho Department of Water Resources
900 N Skyline Dr A
Idaho Falls, ID 83402

RECEIVED
MAR 24 2023
Department of Water Resources
Eastern Region

Date: March 21, 2023

Escrow No. 22467467

Greetings,

Enclosed please find the following:

- Original executed Notice of Security Interest for rights 17-7029 and 17-7178
- Copy of original executed Mortgage recorded as Instrument No. 164470, records of Oneida Co., ID

Secured Land Transfers Check No. 13343 in the amount of $50.00 has been mailed to your Twin Falls location. Please make the changes necessary to your records and send a receipted copy to TitleOne, 211 W 13th, Burley, ID 83318.

Please feel free to contact us at (208) 878-3524 should you have any questions.

Best Regards,
TITLEONE

Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.

SCANNED
MAR 30 2023

RECEIVED updated 12/13/2022

DEC 12 2022

Department of Water Resources
Eastern Region

Rabo AgriFinance

December 6, 2022

Susan Bohnenkamper
Vice President
Address P.O. Box 411995
St. Louis MO 63141
tel 314-317-8071
fax 877-655-9513
email Susan.bohnenkamper@raboag.com

State of Idaho
Department of Water Resources
900 N Skyline Dr., Ste A
Idaho Falls, Idaho 83402

Re: Loan - 10922900, 22121044 (22120766)
Re: RLF Deep Creek LLC
The Rose of Snowville LLC

To whom it may concern,

Please be advised that the above loans were repaid in full and we no longer have any interest in the following shares of Water Rights/Stocks.

Water Rights 17-7029, 17-7030, and 17-7178

Sincerely,

Susan Bohnenkamper

Susan Bohnenkamper
Vice President
Rabo AgriFinance LLC

SCANNED

DEC 13 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 09, 2022

UGC LAND LTD CO
760 HORIZON DR STE 400
GRAND JCT CO 81506-3968

Re: Change in Ownership for Water Right No(s): 17-7029, 17-7178

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: RABO AGRIFINANCE LLC
HOLDEN KIDWELL HAHN AND CRAPO

SCANNED
NOV 15 2022

Holden Kidwell
Hahn & Crapo P.L.L.C.
LAW OFFICES

Established in 1896

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405
Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com
lmarchant@holdenlegal.com

November 3, 2022

RECEIVED
NOV 0 3 2022
Department of Water Resources
Eastern Region

Joni Barg
Eastern Region Office
Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

Re: Notice of Change in Water Right Ownership

Dear Joni:

Enclosed for processing is a Notice of Change in Water Right Ownership for WR Nos. 17-7029 and 17-7178. If you have any questions or need any additional information, do not hesitate to contact me.

Best regards,

Luke H. Marchant
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

g:\wpdata\lhm\21961-000 utah gas corp\deep creek farm\2022.11.03 ltr to barg.docx