Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
NOV 10 2022
DEPT OF WATER RESOURCES
SOUTHERN 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-11573	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: William J Yoder Estate and Lydia A Yoder
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DRY RANCH COMPANY, L.L.C., a Nebraska Limited Liability Company
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or** ☐ **and/or**

   2015 East 4100 North | Filer | ID | 83328
   Mailing address | City | State | ZIP

   432-238-8310 | ewedvm@gmail.com
   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: 11/09/2022.

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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.

   ☐ 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: _____ Owner/Managing Member 11-8-2022
   Signature of new owner/claimant | Title, if applicable | Date

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

For IDWR Office Use Only:
Receipted by SG Date 11/10/2022 Receipt No. S039517 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 _____ Processed by DM Date 12-20-2022

SCANNED
DEC 21 2022

Case No. 77490 TS

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY
2022-019849 **Pages: 4**
Nov 09, 2022 9:26:04 am **Fee: $ 15.00**
For: TITLEFACT INC.
KRISTINA GLASCOCK. County Clerk
Deputy: SBANJAC

PERSONAL REPRESENTATIVE'S DEED

FOR VALUE RECEIVED **Darwin R. Yoder, Shirley Ann Biladeau and Sandra Marie Reichert, as General Co-Personal Representatives of the Estate of LYDIA A YODER, Deceased,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **DRY RANCH COMPANY, L.L.C., a Nebraska Limited Liability Company,** hereinafter called Grantee, whose address is: 2015 E 4100 N, Filer, ID 83328, the following described premises in Twin Falls County, Idaho; to-wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 4, 2022

Estate of LYDIA A YODER, Deceased

BY: General Co Personal Representative 11-8-2022
Darwin R. Yoder, General Co-Personal Representative

BY: Shirley Ann Biladeau General Co-Personal Representative
Shirley Ann Biladeau, General Co-Personal Representative

X BY: Sandra Marie Reichert, General Co-Personal Representative
Sandra Marie Reichert, General Co-Personal Representative

SCANNED
DEC 21 2022

STATE OF IDAHO
County of Twin Falls

On this 8th day of November, 2022, before me, a Notary Public, personally appeared **Darwin R. Yoder**, known or identified to me to be the General Co-Personal Representative of the **Estate of LYDIA A YODER, Deceased,** and the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as said General Co-Personal Representative.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in Twin Falls
Commission Expires: 11-01-2028

TASHA SCHURGER
COMMISSION NO. 56992
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO
County of Twin Falls

On this 8th day of November, 2022, before me, a Notary Public, personally appeared **Shirley Ann Biladeau**, known or identified to me to be the General Co-Personal Representative of the **Estate of LYDIA A YODER, Deceased,** and the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as said General Co-Personal Representative.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in Twin Falls
Commission Expires: 11-01-2028

TASHA SCHURGER
COMMISSION NO. 56992
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
DEC 21 2022

STATE OF MICHIGAN
County of Kent

On this 4th day of November, 2022, before me, a Notary Public, personally appeared **Sandra Marie Reichert**, known or identified to me to be the General Co-Personal Representative of the **Estate of LYDIA A YODER, Deceased,** and the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as said General Co-Personal Representative.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Daniel Gilbert

Notary Public for Michigan
Residing in Kent
Commission Expires: 26-May 2029

DANIEL GILBERT
Notary public, State of Michigan
County of KENT
My commission expires 26-May-2029
Acting in the County of Kent

SCANNED
DEC 21 2022

EXHIBIT "A"

Township 10 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 1: Government Lots 3 and 4 located in the NW¼.
EXCEPT:
Township 10 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 1: A tract of land located in in Lot 4, more particularly described as follows:
BEGINNING at the Northwest corner of said Section 1;
THENCE South 00°25'35" East along the West line of said Lot 4 for 455.46 feet to the TRUE POINT OF BEGINNING;
THENCE continuing South 00°25'35" East along said West line for 1093.33 feet to the South line of said Lot 4;
THENCE North 89°38'21" East along said South line for 590.96 feet;
THENCE North 53°41'09" East for 145.15 feet;
THENCE North 15°54'46" East for 35.31 feet;
THENCE North 02°40'00" West for 31.25 feet;
THENCE North 02°10'19" East for 23.54 feet;
THENCE North 29°30'55" West for 33.72 feet;
THENCE North 36°24'54" West for 33.50 feet;
THENCE North 40°37'09" West for 525.33 feet;
THENCE North 37°40'17" West for 122.79 feet;
THENCE North 25°21'48" West for 332.20 feet;
THENCE North 58°34'39" West for 120.25 feet;
THENCE South 89°34'25" West for 26.70 feet to the TRUE POINT OF BEGINNING

TOGETHER WITH an access to repair and maintain pond easement along the Easterly sides of the above described tract of land.

SUBJECT TO a 25.0 foot wide county road right-of-way along the West line of the above described tract of land.

SCANNED
DEC 21 2022

0004733232

STATE OF IDAHO
Office of the secretary of state, Lawerence Denney
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only
-FILED-
File #: 0004733232
Date Filed: 5/4/2022 9:15:53 AM

Entity Name and Mailing Address:

Entity Name:	DRY Ranch Company, L.L.C.
Foreign Name (name in home jurisdiction):	DRY Ranch Company, L.L.C.
The file number of this entity on the records of the Idaho Secretary of State is:	0003887935
Address	2015 E 4100 N FILER, ID 83328-5025

Entity Details:

Entity Status	Active-Existing
This entity is organized under the laws of:	NEBRASKA
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	

The registered agent on record is:

Registered Agent	DARWIN R YODER Registered Agent Physical Address 2015 E 4100 N FILER, ID 83328 Mailing Address

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
Darwin R Yoder	Member	2015 E 4100 N FILER, ID 83328

The annual report must be signed by an authorized signer of the entity.
Job Title: Member

Darwin R Yoder — Sign Here
05/04/2022 — Date

B0706-4039 05/04/2022 9:16 AM Received by ID Secretary of State Lawerence Denney

Page 1 of 1
SCANNED
DEC 21 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

December 20, 2022

DRY RANCH COMPANY LLC
2015 E 4100 N
FILER ID 83328-5025

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 47-11573

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 also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Farm Credit Services of America, FLCA. 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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Farm Credit Services of America, FLCA, Imperial, NE
TitleFact, Inc., Twin Falls, Idaho (File #77490)

SCANNED
DEC 21 2022

Tasha Schurger

From: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Sent: Thursday, November 3, 2022 12:51 PM
To: Lindsey Taylor
Subject: RE: 77490 - 2015 East 4100 North, Filer, ID 83328
Attachments: 47-11573 Proof Report.pdf

Lindsey,
Water Right 47-11573, a domestic and stock water right, is appurtenant to the property. Since there is an irrigation pivot on the property, they likely have canal shares from Twin Falls Canal Company as well.
Sincerely,
Bill Mills
Senior Water Resource Agent
IDWR Southern Region

From: Southern Info <southerninfo@idwr.idaho.gov>
Sent: Thursday, November 3, 2022 12:32 PM
To: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Subject: FW: 77490 - 2015 East 4100 North, Filer, ID 83328

From: Lindsey Taylor <lindseytaylor@titlefact.com>
Sent: Thursday, November 3, 2022 11:15 AM
To: Southern Info <southerninfo@idwr.idaho.gov>
Subject: 77490 - 2015 East 4100 North, Filer, ID 83328

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hello,

Can you please verify if there are any water shares, certifications, and/or dues for the attached property currently owned by Lydia A Yoder? I've attached the legal description in the email!

Thank you,

Lindsey Taylor
Escrow Assistant

TitleFact
a land title company

163 4th Ave N
Twin Falls, ID 83301
208-733-3821

SCANNED
DEC 21 2022

Form 42-248(9) 3/22

RECEIVED
NOV 10 2022
DEPT OF WATER RESOURCES
SOUTHERN 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.
47-11573			

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

   Farm Credit Services of America, FLCA
   ~~5015 S 118th Street, PO Box 2409~~ 6866 East 3rd Street
   ~~Omaha, Nebraska 68103-2409~~ Imperial, NE 69033
   Phone (308) 882-4201
   Email imperial2@fcsamerica.com and Brad.Fries@fcsamerica.com

4. Name of Water Right Owner/Claimant(s) Dry Ranch Company, L.L.C.

5. Expiration Date of Notification Period a Nebraska Limited Liability Company

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

7. Signature(s) of Security Interest Holder(s) John Gallagher, RVP-RO

   Title, if applicable RVP - Retail Operations

For Office Use Only

Receipted by SG Date 11/10/2022 Receipt No. S039517 Fee $50.00

Processed by AJ Date WR DM Date 12-20-2022

*Expiration Date: January 1, 2048 (see Article 5.02, page 4 of mortgage)

SCANNED
DEC 21 2022

RECEIVED
NOV 10 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

- Please FedEx original recorded Mortgage to lender at the address below with original loan documents.

- Please include instruction letter to TFCC & IDWR for them to mail original water shares certificate and water right letter to lender at the address below. Lender is holding these as collateral.

Brad Fries
Closing Specialist
Farm Credit Services of America
o 308.882.4201 f 402.891.2225
686 East 3rd Street, Imperial, NE 69033
Brad.Fries@fcsamerica.com

AGRICULTURE WORKS HERE.® / fcsamerica.com

SCANNED
DEC 21 2022

RECEIVED
DEC 14 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

TWIN FALLS COUNTY
2022-019850
Nov 09, 2022 9:26:05 am
Pages: 15
Fee: $ 45.00
For: TITLEFACT INC.
KRISTINA GLASCOCK, County Clerk
Deputy: SBANJAC

77490 TS

Do not write/type above this line. For filing purposes only.

This instrument prepared by and when recorded return to: Farm Credit Services of America, Imperial Nebraska, Attn: Bradley Fries, 308-882-4201

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

For the State of Idaho

Date: 11/8/2022

Grantor:

Dry Ranch Company, L.L.C., a Nebraska Limited Liability Company
2015 E 4100 N
Filer, Idaho 83328

Lender:

Farm Credit Services of America, FLCA
5015 S 118th Street, PO Box 2409
Omaha, Nebraska 68103-2409

Legal Description of Land: See Exhibit A, attached

THE OBLIGATIONS SECURED HEREBY MAY PROVIDE FOR THE INTEREST RATE, PAYMENT TERMS, OR BALANCE DUE TO BE INDEXED, ADJUSTED, RENEWED OR RENEGOTIATED.

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

SCANNED
DEC 21 2022

This instrument is dated and made effective as of the date specified above, by Grantor, as mortgagor, to and in favor of Lender, as mortgagee.

ARTICLE 1 – DEFINED TERMS

The following terms when used in this instrument have the meanings assigned to them below:

Borrower: Dry Ranch Company, L.L.C., Darwin Roy Yoder and all other persons now or hereafter obligated to pay or perform all or any portion of the Obligations.

Grantor: The person(s) specified on the cover of this instrument.

Insolvency Proceeding: As to any person, a loan workout, the appointment of a receiver of any part of such person's property, an assignment by such person for the benefit of creditors, or the commencement of any proceeding under the Federal Bankruptcy Code or any other bankruptcy or insolvency law, by or against such person.

Lender: The person specified on the cover of this instrument, and its successors and assigns.

Loan: The loan(s) and other indebtedness evidenced by the Loan Agreement.

Loan Agreement: The following:

Name of instrument or agreement	Date	Maximum principal amount
Promissory Note	11/8/2022	

Loan Documents: The Loan Agreement all other promissory notes, loan or credit agreements, leases, guarantees, assignments, indemnity agreements, mortgages, deeds of trust, security agreements, or other instruments or agreements evidencing or securing the Loan.

Obligations: The following, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several: (a) all indebtedness, liabilities and obligations of Borrower under the Loan Agreement and the other Loan Documents; (b) all obligations of Grantor under this instrument; (c) all interest and any disbursements made for the payment of taxes, levies, or insurance on the Property, and the repair, maintenance or improvements of the Property pursuant to the Loan Documents, and all other protective advances, with interest on those disbursements; (d) all future advances under the Loan Agreement or other Loan Documents; (e) all other obligations that Grantor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Lender; (f) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Obligations; (g) all loan and other fees charged by Lender in connection with the Loan; and (h) any of the foregoing that arises in connection with an Insolvency Proceeding; provided, however, that the term "Obligations" does not include any indebtedness, liability or obligation under the terms of an instrument or agreement that expressly states that it is not secured by this instrument or is unsecured generally.

Permitted Encumbrances: (a) liens or encumbrances in favor of Lender; (b) liens for taxes, assessments or charges of any governmental authority for claims not yet due; (c) liens imposed by laws, such as mechanics' liens and other similar liens, arising in the ordinary course of business which secure payment of obligations not more than 30 days past due or, if overdue, which are being contested in good faith by appropriate actions and proceedings, and for which Grantor has reserves acceptable to Lender; and (d) other liens or encumbrances approved by Lender, in its sole discretion.

Prohibited Transfer: Any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease or other transfer of all or any material part of the Property or any interest in it not expressly permitted under this instrument or the other Loan Documents, or otherwise approved by Lender, whether voluntary, involuntary, by operation of law or otherwise.

UCC: The Uniform Commercial Code then in effect in the Governing Law State.

ARTICLE 2 – GRANT

2.01 For and in consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, to secure repayment of the Obligations, Grantor irrevocably and unconditionally, mortgages, warrants, grants, bargains, sells, and conveys to Lender, all of Grantor's estate, right, title and interest

SCANNED
DEC 21 2022

which Grantor now has or may hereafter acquire in the following (individually and collectively, the "**Property**"): (a) the land and other interests in real estate located in Twin Falls, county(ies), Idaho, and described on Exhibit A, attached (the **"Land"**), together with (b) all buildings, structures, improvements or fixtures now existing or subsequently erected on or affixed to the Land (the "**Improvements**"); (c) 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); (d), rights to payment whether or not earned by performance, under state or federal farm programs with respect to the Land, including Commodity Credit Corp program payments, payments in kind, deficiency payments, letters of entitlement, storage payments, emergency assistance, diversion payments, production flexibility contracts, and contract reserve payments; (e) timber located on or to be cut from the Land, (f) bushes, groves, trees, plants, vines or other plantings, upon or under the Land (the **"Permanent Plantings"**); (g) intellectual property rights now or hereafter held by Grantor with respect to Permanent Plantings, including all such patents, patent licenses, trademarks and trademark licenses; (h) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, to the extent now or hereafter relating or available to the Land or Improvements or used in connection therewith, including: (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 (**"Water Rights"**), including, without limitation, the specific Water Rights listed on Exhibit A; (i) 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 (individually and collectively, the **"Water Stock"**), including, without limitation, the specific Water Stock listed on Exhibit A; (j) all leasehold estates, leases, subleases, sub-subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect), including any modification or amendment thereto, which grant possessory, occupancy or use rights in the Property or any part of such Property and including any security or other deposits (**"Leases"**); (k) all rights in and to the Land lying in streets, alleys and roads adjoining the Land; (l) 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; (m) other tenements, hereditaments and appurtenances to the Land; (n) all leases, permits, licenses, or privileges, appurtenant or non-appurtenant to the property, now or hereafter issued to or extended or renewed by Grantor, by any State, the United States, or any department, bureau, instrumentality, or agency thereof, including all grazing leases, permits, allotments, licenses and privileges covering state or federally owned lands used or operated in connection with the Land (**"Grazing Permits"**), together with all renewals of such Grazing Permits and any Grazing Permits acquired in the future; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the **"Insurance Claims"**); (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements (the **"Condemnation Awards"**); (q) all oil, gas, gravel, rock, geothermal and similar resources or other mineral rights of whatever nature; (r) all machinery and equipment, including to the extent not included within the definition of "Improvements," (A) wells, water production, distribution, irrigation, and drainage equipment and facilities and frost protection equipment and facilities, including all pumps, pumping stations, motors, panels, switchboxes, transformers, engines, gear heads, booster pumps, machinery, tanks, reservoirs, sumps, pivots, hoses, fan jets, pipes, sprinklers, flumes, wheel lines, drip irrigation lines, drip hose, underground pipeline, fences, gates, chutes, wind machines, and other water, irrigation or frost protection related machinery, equipment and facilities now or hereafter installed on, affixed to (whether actually or constructively), placed upon, or used in connection with or for the benefit of the Land, including any such items not located on the Land but used to deliver water to the Land (the "**Equipment**"); (s) any other personal property of any kind or nature located in or on the Land, whether such machinery and equipment is utilized in connection with a building or other improvement on the Land, and regardless of whether now or hereafter attached

SCANNED
DEC 21 2022

or affixed to the Land or Improvements; together with (t) all accessions, parts and additions to, all replacements of and all substitutions for and all proceeds and products of, the Property.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging, to Lender, and Lender's successors and assigns forever, upon the terms and conditions, and for the uses herein set forth.

2.02 To the extent allowed under applicable law, this instrument shall encumber any and all 'after-acquired property' of Grantor located at, adjacent or adjoining to, or in any way associated with the use and operation of the Property, which after-acquired property shall be deemed a part of the Property immediately upon acquisition.

ARTICLE 3 – SECURITY AGREEMENT; FIXTURE FILING

Grantor hereby grants to Lender a security interest in all Property to the extent the same may be characterized as personal property (the "**Personal Property**"), and all proceeds from any sale or other disposition of the Personal Property. This instrument is also effective as both a financing statement filed as a fixture filing under the UCC and as a security agreement under the UCC, as more specifically set forth below, Grantor hereby consents to the filing of all notices, statements or other documents in accordance with the UCC as Lender may determine appropriate, including without limitation a financing statement describing the collateral as "all assets" of Grantor. For this purpose, the "debtor" is Grantor, the "secured party" is Lender and the collateral is the Property. The address of Grantor and Lender specified above is the mailing address of Grantor as debtor and Lender as secured party, respectively. If there are other security agreements executed as part of the Loan Documents and any provisions thereof conflict with the provisions of this instrument, Lender may elect which instrument shall govern as to each item of Property.

ARTICLE 4 – ASSIGNMENT OF RENTS

4.01 Grantor irrevocably and unconditionally assigns Lender 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**").

4.02 Notwithstanding the foregoing, Lender confers upon Grantor a revocable license to collect and retain the Rents as they become due and payable and to exercise the other benefits derived from the Leases, so long as no Event of Default has occurred and is continuing (the "**License**"). Subject to the License, Lender has the right, power and authority to collect any and all Rents. If an Event of Default has occurred, Lender may notify any person that the Leases have been assigned to Lender and that all Rents are to be paid directly to Lender, whether or not Lender has commenced or completed foreclosure of or taken possession of the Property.

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

4.04 Lender, by its acceptance of this instrument does not assume any duty or obligation under the Leases. All lessees under any and all 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 Lender for the payment to Lender 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.

ARTICLE 5 – OBLIGATIONS

5.01 This instrument secures the payment and performance of the Obligations, provided, however, that the total principal indebtedness outstanding and secured hereby at any one time will not exceed the sum of Five Hundred Thousand ($500,000), exclusive of interest, fees and protective advances authorized herein or in any Loan Document and such other amounts allowed by law.

5.02 The latest date on which any Loan Agreement matures is January 1, 2048.

SCANNED
DEC 21 2022

FUTURE ADVANCES: This instrument shall secure future advances as may be made to any Borrower by Lender, at Lender's option and for any purpose. All such future advances shall be a part of the Obligations, shall be secured to the same extent as if made on the date of execution of this instrument and shall take priority from the time this instrument is filed for record to the fullest extent allowed under applicable law.

NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

5.03 This instrument is given to secure the repayment in full of all the Obligations, regardless of whether Grantor is liable thereon, and all future and additional loans or advances, protective or otherwise, which may be made by Lender, at its option, at the request of, and to or for the account of a Grantor, any of the parties liable under any of the Loan Documents, for any purpose, plus interest thereon, all payable according to the terms of the Loan Documents. The Obligations shall be payable when due as set forth in the Loan Documents.

ARTICLE 6 – REPRESENTATIONS, WARRANTIES

Grantor, by execution of this instrument, represents and warrants each of the following:

6.01 Grantor is, and shall continue to be, duly organized, validly existing and legally qualified to do business under the laws of the states in which Grantor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Grantor's business operations and to own agricultural real estate. No change has been made in the name, ownership, control, relationship, legal status, or organizational and formation documents of any Grantor since the time any such information was last provided to Lender. Any borrowing resolution or similar document provided to the Lender, whether on Lender's form or otherwise, has been executed by all those with an ownership interest in the Grantor's entity and such designated signor as set forth in the borrowing resolution is duly authorized to execute any and all Loan Documents on behalf the entity, including this instrument.

6.02 Grantor holds good and marketable title in fee simple to the above described Property, that Grantor has good and lawful authority to mortgage the same, that the Property is free and clear of all liens and encumbrances, except those set forth in a title policy or title opinion purchased by Lender and deemed acceptable by Lender, in its sole discretion, in relation to this instrument and that Grantor will warrant and defend the Property at Grantor's expense against all claimants whomsoever. Grantor also hereby waives and relinquishes all rights of dower, curtsey, homestead, distributive share, and exemption in and to the above described Land.

6.03 (a) All known sources of existing or potential environmental contamination on or near any Land owned or operated by Grantor; (b) the operations of Grantor comply, and during the term of this instrument will at all times comply in all respects, with all environmental laws; (c) Grantor has obtained and will maintain all licenses, permits, authorizations and registrations required under any environmental law and necessary for its operations in the ordinary course of business; (d) all such environmental permits are in good standing, and Grantor is in compliance with all material terms and conditions of such environmental permits; (e) neither Grantor nor any of its present Property or operations is subject to any outstanding written order from or agreement with any governmental authority or subject to any judicial or docketed administrative proceeding, respecting any environmental law, environmental claim or hazardous material; and (f) there are no hazardous materials or other conditions or circumstances existing, or arising from operations prior to the date of this instrument, with respect to any Property of Grantor that would reasonably be expected to give rise to material environmental claims.

6.04 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, to Grantor's knowledge, has historically been available to the Property, without interruption 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.

6.05 All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property are 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 has obtained all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property.

SCANNED
DEC 21 2022

6.06 None of the Land is subject to The Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto and all rules and regulations promulgated thereunder (individually and collectively, "**Reclamation Law**").

ARTICLE 7 – COVENANTS

7.01 Grantor shall pay all liens, judgments, assessments or amounts due or claimed as liens against the Property, and pay when due all assessments, taxes, rents, utilities, fees, charges or encumbrances upon the Property or under any lease, permit, license, or privilege assigned to Lender as additional security to this instrument, including those in or on public domain.

7.02 Grantor shall keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the Land occupied and in good repair, maintenance, and condition and to neither commit nor permit any acts of waste or any impairment of the value of the Property. Grantor shall not remove or demolish any improvement without prior written approval of the Lender. Grantor shall give immediate notice to Lender of any material damage to or construction on or related to any of the Property. Lender may enter upon the Land to inspect the same or to perform any acts authorized herein or in the Loan Documents. Any inspections, reports or samples conducted by Lender shall be for Lender's use and benefit, and Lender shall not be required to disclose the results of any inspections to Grantor for any reason, regardless of whether Lender has done so on any other occasion unless Lender agrees to do so in a separate writing. Grantor is responsible for monitoring, preserving and inspecting the Property independently of Lender, and Lender makes no representation, statement or warranty regarding the accuracy of any inspection, reports or statements related to the Property's condition, quantity, or quality of any nature, and Grantor agrees it shall not rely upon statements related thereto made by a representative of Lender.

7.03 Grantor shall not use loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

7.04 Grantor shall insure and keep insured all buildings, and other improvements, including fixtures and attachments now on or hereafter placed on the Land to the satisfaction of Lender. Such insurance will contain an endorsement showing Lender as mortgagee/loss payee. On demand, Grantor will furnish said policies or proof of insurance to Lender and the insurance carrier shall be satisfactory to Lender. Grantor shall give written notice to Lender immediately of any claim or loss. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the Property, or the replacement cost of the Property, and will at a minimum, cover losses caused by fire, lightning, explosion, aircraft, vehicles, vandalism, smoke, windstorm, and hail. Grantor will obtain and keep flood insurance in force to cover losses by flood as required by Lender and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. Grantor further agrees that Lender is not and will not be liable for any failure by Grantor or by any insurer, for whatever reason, to obtain and keep this insurance in force. Grantor shall give written notice to Lender immediately of any cancellation, termination or material modification of any such insurance. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this instrument.

7.05 Grantor shall immediately notify Lender of any casualty or other loss giving rise to an Insurance Claim, or action in eminent domain with respect to the Property. Lender may, at its option: (a) 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 it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All proceeds of any Insurance Claim, 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 Lender. In each instance, Lender may apply those proceeds first toward reimbursement of all of Lender's out-of-pocket costs and expenses of recovering the proceeds or Condemnation Award, including Lender's attorneys' fees and expenses. The balance shall, at Lender's option, be applied to pay or prepay some or all of the Obligations in such order and proportions as it may choose.

7.06 Grantor shall permit Lender and its agents and representatives to enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals or inspections, taking and removing

SCANNED
DEC 21 2022

soil or groundwater samples, and conducting tests on any part of it, and otherwise to determine Grantor's compliance with this instrument.

7.07 Patented and Trademarked Varieties. Grantor shall not plant on the Land, or graft to any trees or vines on the Land, patented or trademarked varieties of trees or vines unless (1) Grantor owns the patent or trademark for such trees, vines or rootstock or a license to plant or graft such trees, vines or rootstock which is transferable to a successor owner of the Land, and (2) Grantor has, prior to such planting or grafting, provided to Lender written evidence of such ownership or transferable license.

7.08 Grantor shall not make or permit any Prohibited Transfer.

7.09 Grantor shall maintain the Water Rights, if any, at all times prior to the repayment in full of all Obligations 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 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 Lender'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. Grantor shall not cause or permit a reduction in the number of acres of Reclamation Property consisting of non-excess land eligible to obtain water from sources subject to Reclamation Law or the reduction of the number of acres of Reclamation Property presently eligible to receive Reclamation Water at a "non-full cost rate" within the meaning of 43 C.F.R. Section 426.4(v) without Lender's prior written consent. Grantor shall comply or cause to be complied with all reporting and certification requirements of Reclamation Law, including without limitation the provisions of 43 C.F.R. Section 426.10(b) through (g), inclusive. As used in this instrument: (1) **"Reclamation Property"** means any portion of the Property that is subject to Reclamation Law; and (2) **"Reclamation Water"** means irrigation water applied to reclamation Property that is subject to Reclamation Law. 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 Lender 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.

7.10 Grantor shall renew all Grazing Permits upon or prior to their expiration date, execute any instrument deemed necessary by Lender to effect a collateral assignment or waiver of such renewals to Lender, and pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Grazing Permits and all renewals thereof. Grantor shall take no action which would adversely affect any of such Grazing Permits or Grantor preference status thereunder, and that in the event of foreclosure of this instrument, Grantor will waive all claims for preference under any such Grazing Permits upon demand from the purchaser at foreclosure sale of the Land, or any successor to such purchaser. Grantor further agrees that the lands covered by any lease, permit or privilege which Grantor, with the consent of Lender, shall substitute for the Grazing Permits, shall be subject to the provisions of this instrument. Upon foreclosure and sale of the Land, title to the improvements held by Grantor on any federal or state lands covered by the Grazing Permits, together with Grantor right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States to the purchaser at such sale, and Lender is hereby authorized to execute, at is option, on behalf of Grantor, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Grazing Permits (or to any other lands) shall hereafter be acquired by Grantor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this instrument to the same extent as though lands had originally been included herein as part of the Land, and further, that all of the terms, covenants, conditions and stipulations of this instrument, applicable to the Property, shall extend and be applicable to any lands hereafter so acquired.

SCANNED
DEC 21 2022

Grantor shall execute any documents reasonably requested by Lender to perfect or document the pledge of the Grazing Permits to Lender.

7.11 Grantor shall promptly provide and/or execute and deliver to Lender such further instruments, including, but not limited to, mortgages, deeds of trust, security agreements, financing statements, continuation statements, assignments, certificates, affidavits, addendums, amendments or resolutions in form and substance satisfactory to Lender that Lender may require to effectuate, complete, perfect, continue or preserve this instrument or any other Loan Documents or rights or remedies thereunder.

7.12 GRANTOR SHALL HOLD LENDER HARMLESS FROM ANY LIABILITY FOR ENVIRONMENTAL WASTE OR CONTAMINATION ON ANY PROPERTY OWNED OR OPERATED BY GRANTOR OR LIABILITY IMPOSED AS A CONSEQUENCE BY REASON OF GRANTOR'S ACTIVITIES AND WILL DEFEND AND INDEMNIFY LENDER AGAINST ALL CLAIMS, LOSSES, LIABILITIES, AND EXPENSES INCURRED BY LENDER AS A RESULT THEREOF. THIS COVENANT WILL SURVIVE CANCELLATION, EXPIRATION OR TERMINATION OF THIS INSTRUMENT.

ARTICLE 8 – EVENTS OF DEFAULT AND REMEDIES

8.01 The following each constitute an "**Event of Default**":

(a) failure to make any payment when due under any Loan Document or payment when due for any other Obligation secured by this instrument;

(b) failure to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the Property as provided in this instrument or in any other Loan Document.

(c) any default. breach or material misrepresentation of any term, agreement, covenant, condition, certification, representation or warranty provided in this instrument or in any other Loan Document;

(d) any Prohibited Transfer;

(e) any use of loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12;

(f) the death, dissolution or insolvency of any Grantor or Borrower;

(g) any Insolvency Proceeding for a Grantor or Borrower or involving the assets of a Grantor or Borrower;

(h) any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Obligations or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the Obligations.

8.02 Upon the occurrence of an Event of Default and at any time thereafter, Lender, at its sole option, subject to any requirements under the Farm Credit Act or other applicable federal or state law, may exercise one or more of the following rights and remedies, in addition to any other rights or remedies under the Loan Documents or as otherwise available at law or in equity:

(a) Lender may declare all Obligations secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the Loan Documents.

(b) Lender may foreclose this mortgage instrument or pursue any other remedy at law or in equity.

(c) Lender may use, operate, manage, control, insure, maintain, repair, restore, and otherwise deal with all and every part of the Property and conduct the business located thereon and any expenses paid will become part of the principal Obligations secured hereby, be immediately due and payable and bear interest at the default rate provided in the Loan Documents from the date of payment until paid.

(d) Lender may make, cancel, enforce or modify Leases and obtain and/or evict tenants and any amounts paid therefor (including reasonable attorneys' fees and expenses) will become part of the principal

SCANNED
DEC 21 2022

Obligations secured hereby, be immediately due and payable and bear interest at the default rate provided in the Loan Documents from the date of payment until paid.

(e) Lender may exercise any and all remedies available under the UCC with respect to any property governed by the UCC.

(f) Lender may take exclusive possession, and use and enjoy the Property and collect all Rents thereof, from the time of such default and during the pendency of foreclosure proceedings and any period of redemption, the delivery of which may be enforced by Lender by any appropriate suit, action, or proceeding.

(g) Lender may obtain the appointment of a receiver to take immediate possession of the Property and all Rents thereof, without regard to the value of the Property, or the sufficiency thereof to discharge the Obligations including foreclosure costs, fees, and expenses. Grantor expressly consents to the appointment of a receiver and agrees that such receiver may be immediately appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived and shall serve without bond if the law allows. The receiver will apply all Rents to keep the Property in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the Property insured, pay the expense of the receivership and attorney's fees incurred by the receiver, and apply the net proceeds to the payment of the Obligations secured hereby. Such receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

(h) In the event Grantor fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the Property as provided herein or in the Loan Documents, or otherwise fail to maintain, repair or restore the Property as needed, Lender, at its option, may pay any sum needed to maintain Lender's lien and security interest in the Property, may make such other payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal Obligations secured hereby, be immediately due and payable and bear interest at the default rate provided in the Loan Documents from the date of payment until paid. The advancement by Lender of any such amounts will in no manner limit the right of Lender to declare Grantor in default or exercise any of Lender's other rights and remedies.

If Lender or any affiliate of Lender is a party to any litigation affecting the Property or the lien of this instrument, including any action by Lender to enforce this instrument or any suit in which Lender or any affiliate of Lender is named a defendant (including eminent domain and bankruptcy proceedings), Lender or such affiliate may incur expenses and advance payments for abstract fees, attorney's fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal Obligations secured hereby, be immediately due and payable and bear interest at the default rate provided in the Loan Documents from the date of advance until paid.

If Lender has proceeded to enforce any right or remedy under this instrument and such proceedings have been discontinued or abandoned for any reason, then in every such case, Grantor and Lender shall be restored to their former positions and rights under this instrument with respect to the Property, and all rights, remedies and powers of Lender shall continue as if no such proceedings have been taken.

8.03 Lender's rights and remedies listed herein, and any rights and remedies that may be available at law or in equity, shall be deemed cumulative and non-exclusive, and Lender may proceed with any number of such rights and remedies at the same time or sequentially until all Obligations are paid and satisfied in full. The exercise of any right or remedy shall not be deemed a waiver or release of any other right or remedy, and Lender, upon a default, may proceed with any available remedy or right it selects in any order it determines all within its sole discretion. Lender shall have no obligation whatsoever to marshal assets or to realize upon all of the Property. Lender may realize upon all or any part of the Property as Lender deems appropriate. Grantor waives any right to have any of the Property marshaled in connection with any exercise of remedies. In any action to foreclose, at the election of the Lender, the Property, or any part thereof may be sold together or separately, in parcels or as a whole, in such manner and order as Lender in its sole discretion shall elect and any sale of less than the whole shall not extinguish or exhaust Lender's rights and powers until all Property is sold or the Obligations are paid in full.

8.04 Grantor hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing: (a) Grantor, for itself and all

SCANNED
DEC 21 2022

persons who may claim by, through or under Grantor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws", and all rights of reinstatement and redemption of Grantor and of all other Persons claiming by, through or under Grantor are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of the State of Idaho; (b) Grantor shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and (c) if Grantor is a trust, Grantor represents that the provisions of this Section 8.04 (including the waiver of reinstatement and redemption rights) were made at the express direction of Grantor's beneficiaries and the persons having the power of direction over Grantor, and are made on behalf of the trust estate of Grantor and all beneficiaries of Grantor, as well as all other persons mentioned above.

8.05 All expenses and advance payments for abstract fees, attorney's fees and expenses (to the extent allowed by law), costs, expenses, appraisal fees, taxes (including documentary stamp tax, intangible taxes (recurring and non-recurring)) and other charges incurred by Lender in connection with the enforcement of its rights under this instrument or any suit in which Lender is named a defendant (including eminent domain and bankruptcy proceedings) will become part of the Obligations, be immediately due and payable and bear interest at the default rate provided in the Loan Documents from the date of advance until paid.

ARTICLE 9 – MISCELLANEOUS

9.01 If Grantor consists of more than one person, each Grantor (a) acknowledges and undertakes, together with every other Grantor, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this instrument; (b) acknowledges that this instrument 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 (c) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT HOLDER OF THIS INSTRUMENT EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS INSTRUMENT, OR ANY OTHER SECURED OBLIGATON DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE OBLIGATIONS.

9.02 The covenants contained in this instrument will be deemed to be severable; in the event that any portion of this instrument is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the instrument.

9.03 Delay by Lender in exercising its rights upon an Event of Default will not be construed as a waiver thereof, and any act of Lender waiving any specific Event of Default (or event or circumstance which, with the giving of notice or the passage of time would become an Event of Default) will not be construed as a waiver of any future Event of Default or other event or circumstance. If the proceeds under any sale or foreclosure under Article [ ] are insufficient to pay all Obligations, Lender will be entitled to a deficiency judgment.

9.04 All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of delivery by a nationally recognized overnight courier, when received, addressed to one or more of the natural persons executing this instrument on behalf of such party at the address set forth above, or to such other address as such party may designate for itself by like notice.

9.05 Time is of the essence in the performance of this instrument.

9.06 The terms of this instrument shall bind and benefit the heirs, legal representatives, successors, and assigns of the parties; provided, however, that Grantor may not assign this instrument, or any advances made hereunder, or assign or delegate any of its rights or obligations, without the prior written consent of Lender.

9.07 This instrument shall be governed by, and construed in accordance with, the laws of the State of Nebraska (the "**Governing Law State**"), except that the law of the State of Idaho shall govern the perfection or enforcement of the liens and security interest created under this instrument, and except to the extent expressly provided to the contrary in the Loan Documents. In the event that any provision or clause of any of the Loan

SCANNED
DEC 21 2022

Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable.

9.08 The acceptance by Lender of any sum in an amount less than the sum then due shall not be deemed a waiver of any default and the Lender's remedies set forth in any Loan Document shall not be impaired or waived by acceptance of any such partial payment, whether such payment is accepted before or after any notice of default or notice of sale. Consent by Lender to any transaction or action of Grantor which is subject to consent or approval of Lender in any Loan Document shall not be deemed a waiver of the right to require such consent or approval to future or successive transactions or actions.

9.09 This instrument may be executed in any number of counterparts and by either party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.10 This instrument is given with the understanding that when all Obligations have been paid in full, Lender shall execute and deliver to Grantor, a release of the Property from the lien of this instrument.

9.11 Grantor agrees that any "Communications" (as defined herein) directed to Grantor by Lender or any subsidiary, affiliate, or agent of Lender or Lender's parent association (collectively, "**Lender Affiliates**") may be provided in electronic form or transmitted by electronic means. As used herein, "**Communications**" means all notices, disclosures, documents, or other communications given by a Lender Affiliate to Grantor, including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between Grantor and the Lender Affiliate, but expressly excluding any notice required by applicable law to be provided in paper form. Grantor acknowledges that electronic Communications entail risks (including the risk of interception by a third party) and Grantor hereby releases Lender Affiliates from all liability relating to the electronic provision or transmission of any and all Communications. Grantor agrees to provide Lender Affiliates upon request with the e-mail address or addresses of Grantor and to notify any Lender Affiliate making such request within ten (10) days if there are any changes to its e-mail address or addresses. Any Communication sent by a Lender Affiliate by e-mail will be deemed received when sent to the last e-mail address or addresses of any Grantor known by such Lender Affiliate. Any Communication digitally published by a Lender Affiliate on an Internet website will be deemed received when such Lender Affiliate has both published the Communication and notified Grantor at its last e-mail address known by such Lender Affiliate that the Communication has been published.

9.12 Transmission of any Loan Document as an "electronic record" containing Grantor's "electronic signature," as those terms are defined in applicable federal and state laws, or facsimile transmission of any Loan Document containing a facsimile of Grantor's signature, shall be as effective, enforceable and valid as if a paper version of such Loan Document was delivered containing such original written signature. The parties intend that the electronic method used as provided herein reliably establishes the identity of Lender as a holder in due course. and agree that each Loan Document produced by such electronic method shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Loan Document and shall be effective as a transferable record; and to the extent, if any, that any Loan Document constitutes chattel paper (as the term is defined in the UCC), no security interest in such Loan Document may be created through the transfer or possession of any counterpart or copy thereof, other than the Loan Document produced by such electronic method. Grantor agrees not to raise as a defense to the enforcement of any Loan Document that Grantor executed the respective Loan Document by electronic or digital means or used facsimile or other electronic means to transmit its signature on such Loan Document. At any time, Grantor may request a paper copy of any Loan Document or other record Lender made available to Grantor electronically. Grantor may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days' prior written notice of such revocation, signed by Grantor, to Lender by certified mail, return receipt requested. In the event of any conflict between the terms of this paragraph and the terms of any other agreement entered into by Grantor and the Lender regarding electronic signatures or communications, then as to such other agreement, the terms of such other agreement shall control as to such electronic signatures or communications.

9.13 Grantor acknowledges and agrees that the Obligations are commercial lending for agricultural operations and no part thereof constitutes consumer lending. The relationship of Grantor or Borrower and Lender is that of a pledgor, creditor and obligor and Lender has no fiduciary, trust, advisory, business consultant, partnership or other similar relationship to or with the Grantor or Borrower.

SCANNED
DEC 21 2022

9.14 Evidence of the occurrence or non-occurrence of any event, or the existence or non-existence of any circumstance to be delivered to Lender must be in a form satisfactory to Lender; and any report or document to be received by Lender must be in form and content satisfactory to Lender. Wherever: (a) Lender exercises any right given to it to approve or disapprove; (b) any arrangement or term is to be satisfactory to Lender; or (c) any other decision or determination is to be made by Lender, then except as may be otherwise expressly and specifically provided therein, the decision to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by Lender, will be in the sole discretion of Lender, without regard for the adequacy of any security for the Obligations. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation". Unless otherwise expressly stated, terms and provisions applicable to two or more Persons apply on an individual, as well as a collective basis. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows. References to a parcel or tract of real estate means, without limitation, the land described, and any and all improvements located thereupon and all easements or other rights or interests benefiting that land. References to an agreement or instrument means that agreement or instrument and all schedules, exhibits, and appendices thereto, together with all extensions, renewals, modifications, substitutions and amendments thereof, subject to any restrictions thereon in that agreement or instrument or in the Loan Documents. References to a party to this instrument means that party, together with any successors and assigns of any of that party's rights and obligations under the Loan Documents, subject to restrictions contained in the Loan Documents on the transfer of those rights and obligations. Whenever by the terms of the Loan Documents, Grantor is prohibited from taking an action or permitting the occurrence of some circumstance, Grantor shall not, directly or indirectly take that action or permit that circumstance. Unless specified otherwise, references to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations. Unless otherwise specified, all references to a time of day are references to the time in Omaha, Nebraska. References to "month" or "year" are references to a calendar month or calendar year, respectively. If any date specified in this instrument as a date for taking action falls on a day that is not a business day, then that action may be taken on the next business day. A pronoun used in referring generally to any member of a class of persons, or persons and things, applies to each member of that class, whether of the masculine, feminine, or neuter gender. References to "articles," "sections," "subsections," "paragraphs;" "exhibits," and "schedules" reference articles, sections, subsections, paragraphs, exhibits, and schedules, respectively, of this instrument unless otherwise specifically provided. The words "hereof," "herein," "hereunder," and "hereby" refer to this instrument as a whole and not to any particular provision of this instrument. Unless otherwise expressly stated, terms and provisions applicable to two or more Persons apply on an individual, as well as a collective basis. The definitions in this instrument apply equally to both singular and plural forms of the terms defined. For purposes of computing periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding;" and the term "upon demand" means "within three business days after written demand by Lender."

9.15 WAIVER OF JURY TRIAL. GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS INSTRUMENT OR ANY RELATED LOAN DOCUMENT.

9.16 This Instrument and all of the Loan Documents constitute the entire and complete understanding of the parties hereto and supersede all prior agreements and understandings relative to the subject matter hereof. This Instrument may not be effectively amended, changed, altered or modified, except in writing executed by all parties. To the extent the provisions contained in this instrument are inconsistent with those contained in any other Loan Document, the terms and provisions contained herein shall control. Otherwise, such provisions shall be considered cumulative.

9.17 Grantor acknowledges receipt of a copy of this instrument, the Loan Agreement, and the other Loan Documents.

ARTICLE 10 – IDAHO SPECIFIC PROVISIONS

If and to the extent that the provisions of this Article conflict with any other provision in this instrument, the terms of this Article shall govern and control.

SCANNED
DEC 21 2022

10.01 The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the 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.

Grantor has executed and delivered this instrument effective as of the date first indicated above.

Dry Ranch Company, L.L.C.
___, a Nebraska Limited Liability Company

By: _____
Name: Darwin Roy Yoder 11-8-2022
Its: Managing Member

_____
Name: Darwin Roy Yoder 11-8-2022

STATE OF IDAHO)
) ss
COUNTY OF Twin Falls)

This record was acknowledged before me on November 8, 2022, by Darwin Roy Yoder.

_____
Signature of notarial officer
Name: Tasha Schurger

(Stamp)

Escrow Officer
Title of office

My commission expires: RESIDING AT: TWIN FALLS, IDAHO
COMMISSION EXPIRES: 11/01/2028

TASHA SCHURGER
COMMISSION NO. 56992
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
DEC 21 2022

STATE OF IDAHO)
) ss
COUNTY OF Twin Falls)

This record was acknowledged before me on November 8, 2022, by Darwin Roy Yoder as Manager of Dry Ranch Company, L.L.C.

Signature of notarial officer
Name: Tasha Schurger

(Stamp)

Escrow officer
Title of office

My commission expires: RESIDING AT: TWIN FALLS, IDAHO
COMMISSION EXPIRES: 11/01/2028

TASHA SCHURGER
COMMISSION NO. 56992
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
DEC 21 2022

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Township 10 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 1: Government Lots 3 and 4 located in the $NW^1/_4$.
EXCEPT:
Township 10 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 1: A tract of land located in in Lot 4, more particularly described as follows:
BEGINNING at the Northwest corner of said Section 1;
THENCE South 00°25'35" East along the West line of said Lot 4 for 455.46 feet to the TRUE POINT OF BEGINNING;
THENCE continuing South 00°25'35" East along said West line for 1093.33 feet to the South line of said Lot 4;
THENCE North 89°38'21" East along said South line for 590.96 feet;
THENCE North 53°41'09" East for 145.15 feet;
THENCE North 15°54'46" East for 35.31 feet;
THENCE North 02°40'00" West for 31.25 feet;
THENCE North 02°10'19" East for 23.54 feet;
THENCE North 29°30'55" West for 33.72 feet;
THENCE North 36°24'54" West for 33.50 feet;
THENCE North 40°37'09" West for 525.33 feet;
THENCE North 37°40'17" West for 122.79 feet;
THENCE North 25°21'48" West for 332.20 feet;
THENCE North 58°34'39" West for 120.25 feet;
THENCE South 89°34'25" West for 26.70 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an access to repair and maintain pond easement along the Easterly sides of the above described tract of land.

SUBJECT TO a 25.0 foot wide county road right-of-way along the West line of the above described tract of land.

According to Twin Falls County Tax records address of the subject property is purported to be:
2015 East 4100 North, Filer, ID 83328

SCANNED
DEC 21 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

December 20, 2022

DRY RANCH COMPANY LLC
2015 E 4100 N
FILER ID 83328-5025

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 47-11573

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 also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Farm Credit Services of America, FLCA. 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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Farm Credit Services of America, FLCA, Imperial, NE
TitleFact, Inc., Twin Falls, Idaho (File #77490)

SCANNED
DEC 21 2022