

RECEIVED

SEP 18 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region**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. **DEV**

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
See Exhibit A attached			
See Mortgage S attached			

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00 per** water right or adjudication claim.

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

The Prudential Insurance Company of Americac/o Loan Services, 2100 Ross Avenue, Suite 2500Dallas, Texas 75201Attn: Agricultural Loan Servicing Loan No. 7176123 Shelf 91678Phone 877.937.4500Email pgimrels.collateralmgmt@pgim.com

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

BROWN DELTA II, LLC, an Idaho limited liability company

5. Expiration Date of Notification Period

January 1, 2029

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable


Vice President**For Office Use Only**Received by **JB**Date 9/18/2023Receipt No. E049495Fee \$2875.-Processed by AJ

Date _____

WR **JB**Date 11/7/2023

SUPPORT DATA

IN FILE # 31-49A

AMENDED AND RESTATED EXHIBIT B

Schedule of Specific Water Rights

“Water Rights” includes the following:

31-7610B	31-11739	31-11997
31-7615B	31-12086	31-11793
31-7620B	31-7034AF	31-11912
31-7621B	31-7034AC	31-11791
31-7635B	31-11996	31-11990
31-7622B	31-7034V	31-11797
31-7638B	31-2301A	31-11795
31-7618B	31-7034AB	31-11995
31-7369G	31-12108	31-11910
31-7034AG	31-12128	31-11993
31-7612B	31-11792	31-49A
31-7368D	31-11798	31-50A
31-7615A	31-11794	31-51A
31-7618A	31-11796	
31-11916	31-11913	
31-7620A	31-11915	
31-7622A	31-2374B	
31-7629	31-12150	
31-7606	31-2365E	
31-7052P	31-2405B	
31-7609	31-7177B	
31-7611	31-7044B	
31-7369E	31-11925	
31-11800	31-7034Z	
31-11802	31-7034X	
31-11804	31-7627A	
31-7034AD	31-11922	
31-7034W	31-11914	
31-11911	31-11930	
31-7369F	31-11920	
31-11931	31-11926	
31-11927	31-11924	
31-7610A	31-11928	
31-7612A	31-11918	
31-7638A	31-7220C	
31-7621A	31-11991	
31-11923	31-7439B	
31-11929	31-7034AE	
31-11779	31-7635A	
31-12038	31-7220D	

Microfile No. 59425
30 Day Oct 23
At 01 O'Clock 15 PM
Clark Co. Recorder Camille Messick
Fee \$64.00
AL Deputy
Recorded at Request of
Chicago Title Kennewick Title - 6416 W. Okanogan Ave. WA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Callan Cobb Kanev
Jameson Pepple Cantu PLLC
801 Second Avenue, Suite 700
Seattle, Washington 98104

Chicago Title

[SPACE ABOVE THE LINE IS FOR RECORDER'S USE]

Prudential Loan Nos. 717612366, 717612433, Shelf Facility No. 91678

THIS MODIFICATION OF MORTGAGE HAS BEEN PREPARED IN DUPLICATE ORIGINAL COPIES TO PERMIT SIMULTANEOUS RECORDING IN CLARK AND JEFFERSON COUNTIES, IDAHO, BUT ALL DUPLICATE ORIGINALS, TAKEN TOGETHER, CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE (this "*Mortgage Modification*") dated for reference purposes October 30, 2023, is made by BROWN DELTA II, LLC, an Idaho limited liability company (referred to herein as "*Mortgagor*"), as mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("*Lender*"), as mortgagee, and modifies the Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated September 11, 2023, recorded on September 11, 2023 under Clark County Recorder's No. 59359 and under Jefferson County Recorder's No. 481475, granted by Mortgagor to Lender (the "*Original Mortgage*", which, together with this Mortgage Modification, is referred to as this "*Mortgage*"). This Mortgage encumbers the real property legally described on Exhibit A attached to this Mortgage Modification.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Mortgage is modified as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Mortgage Modification have the meanings defined in the Original Mortgage. The Original Mortgage is hereby amended by adding, deleting and/or modifying, as applicable (in addition to any additional definitions set forth in the introductory paragraph hereof), the following defined terms:

"California Deed of Trust" means the Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by Yellow Juliet II, LLC, a California limited liability company ("*Yellow Juliet*"), as trustor, in favor of Lender, as beneficiary, recorded on September 12, 2023 under Monterey County Recorder's No. 2023028277, as amended by the California Deed of Trust Modification.

"California Deed of Trust Modification" means the Modification of Deed of Trust dated the same date as this Mortgage Modification and executed by Yellow Juliet and Lender for recording in Monterey County, California.

"Land" means the real property legally described on Exhibit A attached to this Mortgage Modification, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof. For the avoidance of doubt, Lender has reconveyed the Idaho Release Parcel (as defined in the Loan Agreement) simultaneously with execution of this Mortgage Modification, such that the Idaho Release Parcel is no longer part of the Land encumbered by the Mortgage.

"Loan" and **"Loans"** refer to each of the Loans evidenced by the Notes.

"Loan Agreement" means the Loan Agreement dated September 11, 2023, entered into between Borrowers and Lender as described in the Original Mortgage, as amended by the Loan Modification.

"Loan Documents" is as defined in the Loan Modification and includes this Mortgage Modification, the Other Security Instrument Modifications, Note 2, the Loan Modification, and all other documents evidencing, securing or relating to the Loans, the payment of the Indebtedness or the performance of the Obligations. However, no obligation under the Indemnity Agreement or any other "Unsecured Obligation" as defined in this Mortgage is secured by this Mortgage or any other collateral for the Loans.

"Loan Modification" means the Loan Modification Agreement dated the same date as this Mortgage Modification and entered into between Borrowers and Lender.

"Louisiana Mortgage" means the Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement executed by Purple Alpha II, LLC, a Louisiana limited liability company ("**Purple Alpha**"), as mortgagor, in favor of Lender, as mortgagee, recorded on September 12, 2023 in East Carroll Parish, Louisiana under Instrument Number 96095, as amended by the Louisiana Mortgage Modification.

"Louisiana Mortgage Modification" means the Modification of Mortgage dated the same date as this Mortgage Modification and executed by Purple Alpha and Lender for recording in East Carroll Parish, Louisiana.

"Mortgage" means the Original Mortgage, as amended by this Mortgage Modification.

"Note" and **"Notes"** both mean the following Promissory Notes made by Borrower and payable to the order of Lender:

- (i) the "Note" as defined in the Original Mortgage, which is the Promissory Note dated September 11, 2023 ("**Note 1**", Loan No. 717612366) in the original principal amount of TWENTY-SIX MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$26,400,000.00);
- (ii) the Promissory Note dated the same date as this Mortgage Modification ("**Note 2**", Loan No. 717612433) in the original principal amount of TWELVE MILLION and no/100 DOLLARS (\$12,000,000.00);

- (iii) when made, each additional Shelf Note (as defined in the Loan Agreement);
- (iv) and all modifications, renewals or extensions of the foregoing.

The current outstanding principal balance of Note 1 is TWENTY-SIX MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$26,400,000.00), so upon the disbursement of TWELVE MILLION and no/100 DOLLARS (\$12,000,000.00) under Note 2, the aggregate principal amount secured by this Mortgage is THIRTY-EIGHT MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$38,400,000.00).

“Oregon Deed of Trust” means the Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by Green Alpha II, LLC, an Oregon limited liability company (***“Green Alpha”***), as trustor, in favor of Lender, as beneficiary, recorded on September 11, 2023 in Malheur County, Oregon under recording number 2023-2608, as amended by the Oregon Deed of Trust Modification.

“Oregon Deed of Trust Modification” means the Modification of Deed of Trust dated the same date as this Mortgage Modification and executed by Green Alpha and Lender for recording in Malheur County, Oregon.

“Other Security Instrument” and ***“Other Security Instruments”*** means, individually and together, the California Deed of Trust, the Louisiana Mortgage, the Oregon Deed of Trust and the Washington Mortgage, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

“Washington Mortgage” means the Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by White Charlie II, LLC, a Washington limited liability company (***“White Charlie”***), and White Delta II, LLC, a Washington limited liability company (***“White Delta”***), as mortgagor, in favor of Lender, as mortgagee, recorded on September 11, 2023 in Adams County, Washington under recording number 334865-334869 and in Grant County, Washington under recording number 1490634, as amended by the Washington Mortgage Modification.

“Washington Mortgage Modification” means the Modification of Mortgage dated the same date as this Mortgage Modification and executed by White Charlie, White Delta and Lender for recording in Adams County and Grant County, Washington.

2. **Indebtedness.** The Indebtedness secured by this Mortgage now expressly includes the Loan evidenced by Note 2 (in addition to the Loan evidenced by Note 1). For the avoidance of doubt, an Event of Default under Note 2 is an Event of Default under this Mortgage.
3. **Lender’s Address.** Lender’s address for all notice purposes under the Loan Documents is c/o Loan Services, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan Nos. 717612366, 717612433, Shelf Facility No. 91678.
4. **Mortgagor’s Representations & Warranties.** Mortgagor warrants and represents to Lender that it has full right, power and authority to enter into this Mortgage Modification and to perform all its obligations hereunder, and that all information and materials submitted to Lender in connection with

the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.

5. **Amended and Restated Water Rights.** The Schedule of Specific Water Rights attached to the Original Mortgage as Exhibit B is hereby amended and restated in its entirety with the Amended and Restated Exhibit B attached hereto.
6. **Integration; Amendments.** This document and the other Loan Documents referred to in this Mortgage Modification constitute the entire agreement with Lender with respect to the modification of the Loans and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.
7. **Ratification.** Except as modified herein, the terms and conditions of the Loan Documents remain in full force and effect and are hereby affirmed and ratified. This Mortgage Modification is not intended to and shall not be construed to impair the validity, priority or enforceability of the Original Mortgage or any of the other Loan Documents.
8. **Execution in Counterpart.** This Mortgage Modification may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage Modification may be detached from any counterpart of this Mortgage Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Mortgage Modification identical in form hereto but having attached to it one or more additional signature pages.
9. **Recording in Two Counties.** This Mortgage Modification is being executed in duplicate originals for simultaneous recording in both Clark County and Jefferson County. The duplicates together constitute a single instrument. Lender may cause a foreclosure sale or file an action to enforce any right or remedy under the Mortgage or applicable law as to all the Property, whether located in Clark County or Jefferson County, in either County, in Lender's sole and absolute discretion. Mortgagor consents to venue and jurisdiction in either County.

The rest of this page is left blank intentionally.

DATED as first above written.

"Mortgagor"

BROWN DELTA II, LLC,
an Idaho limited liability company

By: HAPPY VALLEY USA II, L.L.C.,
a Delaware limited liability company
Its: Sole Member

By: HOMESTEAD CAPITAL USA FARMLAND FUND II,
L.P., a Delaware limited partnership
Its: Managing Member

By: HOMESTEAD CAPITAL USA FARMLAND
FUND II GP, L.P., a Delaware limited
partnership
Its: General Partner

By: HOMESTEAD CAPITAL USA
FARMLAND FUND II UGP, LLC,
a Delaware limited liability company
Its: General Partner

By: 
Name: Patrick Trainor
Its: Authorized Member

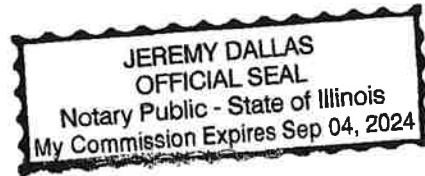
STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

This instrument was acknowledged before me on October 26, 2023 by Patrick Trainor, as Authorized Member of HOMESTEAD CAPITAL USA FARMLAND FUND II UGP, LLC, a Delaware limited liability company, the General Partner of HOMESTEAD CAPITAL USA FARMLAND FUND II GP, L.P., a Delaware limited partnership, the General Partner of HOMESTEAD CAPITAL USA FARMLAND FUND II, L.P., a Delaware limited partnership, the Managing Member of HAPPY VALLEY USA II, L.L.C., a Delaware limited liability company, the Sole Member of BROWN DELTA II, LLC, an Idaho limited liability company.

(Seal)

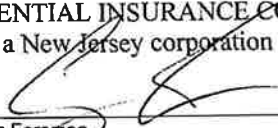


Signature of Notary Public



"Lender"

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, a New Jersey corporation

By: 
Name: Craig Foreman
Title: Vice President

STATE OF ILLINOIS
COUNTY OF Cook

This instrument was acknowledged before me on October 17th, 2023 by Craig Foreman,
as Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New
Jersey corporation.

(Seal)


Signature of Notary Public



EXHIBIT A

Legal Description of Land

The Land is located in Clark and Jefferson County, Idaho, and is legally described as follows:

Clark County

PARCEL 1

That portion of the South Half of Section 9 in Township 9 North, Range 35 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section Line and East 2569.76 feet from the Southwest corner of said Section 9, and running;

Thence North 03°29'51" East, 97.53 feet;

Thence South 86°30'09" East, 375.00 feet;

Thence South 03°29'51" West, 97.53 feet;

Thence North 86°30'09" West, 375.00 feet to the POINT OF BEGINNING.

PARCEL 2

That portion of the South Half of Section 9 in Township 9 North, Range 35, East Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section line and East, 2569.76 feet from the Southwest corner of said section 9, and running;

Thence South 86°30'09" East, 375.00 feet;

Thence South 03°29'51" West, 145.00 feet;

Thence North 86°30'09" West, 375.00 feet;

Thence North 03°29'51" East, 145.00 feet to the POINT OF BEGINNING.

PARCEL 3

That portion of the Southwest Quarter of the Southwest Quarter lying west of the easterly poles of the existing power line. Also, the Southerly 495 feet of the Northwest Quarter of the Southwest Quarter lying West of the easterly poles of the existing power lines all in Section 13 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 4

The South Half of the Southeast Quarter and the Southerly 495 feet of the North Half of the Southeast Quarter, all in Section 14 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 5

The Northeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 6

The Southeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 7

The portion of the West Half lying west of the Easterly poles of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 8

That portion of the Southwest Quarter lying East of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 9

Government Lots 3 and 4, also the West Half of the Southeast Quarter of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 10

Government Lots 1, 2 and 3, also the West Half of the East Half; and the West Half of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 11

Government Lot 4 of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of said Section 25;

Thence West a distance of approximately 1760.00 feet, more or less, along the South boundary line of Section 25 to a point where a fence line crosses the South Boundary line of said section;

Thence following the fence line in a Northeast direction to a point on the East boundary line of Section 25 a distance of approximately 700 feet, more or less, North of the Southeast corner of Section 25; Thence South along the East boundary line of Section 25 to the Southeast corner of Section 25, and the POINT OF BEGINNING.

PARCEL 12

All of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 13

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 14

The East Half of Section 27 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

A parcel of land lying in the East Half of Section 27, Township 9 North, Range 36 East, of the Boise Meridian, Clark County, Idaho, described as follows:

BEGINNING at the North Quarter corner of said Section 27;

Thence South 89°53'41" East, 511.98 feet;

Thence South 07°59'03" West, 348.53 feet;
Thence South 43°35'50" West 352.43 feet;
Thence South 73°42'45" West, 228.32 feet;
Thence North 00°07'08" East, 665.37 feet to the POINT OF BEGINNING.

PARCEL 15

That portion of the Northwest Quarter of the Northeast Quarter of Section 28 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North 89°49'00" West, along the Section line 1135.56 feet to the Westerly right-of-way line of the Union Pacific Railroad from the Northeast corner of said Section 28;

Thence North 89°49'00" West, 1511.42 feet;

Thence South 00°00'40" East, 1321.74 feet;

Thence South 89°49'42" East, 1593.89 feet to the Westerly right of way line of said Railroad; Thence North 03°34'54" West, along said Railroad right-of-way 1324.26 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the Northeast Quarter of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

BEGINNING at a point on the West right-of-way line of the Union Pacific Railroad and the South line of a county road that is North 89°55'48" West, 1135.67 feet along the North line of said Section 28 from the Northeast corner of said Section 28 and running;

Thence South 03°41'19" East, 1325.33 feet along said West right-of-way line to a point on the South line of the North Half of the Northeast Quarter;

Thence North 89°54'00" West, 416.17 feet along said South line of the North Half of the Northeast Quarter;

Thence North 00°19'20" West, 526.61 feet;

Thence North 88°56'01" West, 17.03 feet;

Thence North 01°34'54" West, 40.69 feet;

Thence North 87°24'18" East, 16.50 feet;

Thence North 01°15'43" West, 38.23 feet;

Thence North 89°11'36" West, 6.32 feet;

Thence North 00°20'38" East, 715.64 feet to the North line of said Section 28 and also the South line of the county road;

Thence South 89°55'48" East, 338.41 feet along the section line and the South line of the county road to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Northwest Quarter of the Northeast Quarter and a portion of Government Lot 1 of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as follows:

COMMENCING at the Northeast corner of said Section 28;

Thence North 89°56'10" West, 1473.97 feet, along the North line of Section 28, to the POINT OF BEGINNING;

Thence South 00°20'56" West, 715.56 feet;

Thence South 89°11'47" East, 6.32 feet;

Thence South 01°15'54" East, 38.23 feet;

Thence South 87°24'07" West, 16.50 feet;

Thence South 01°35'05" East, 40.69 feet;
Thence South 88°56'12" East, 17.03 feet;
Thence South 00°21'09" East, 526.63 feet;
Thence South 89°53'54" East, 416.13 feet to the West right-of-way line of the Union Pacific Railroad;
Thence South 03°41'56" East, 550.83 feet along said railroad right-of-way;
Thence North 89°55'05" West, 533.19 feet;
Thence North 00°09'03" West, 174.96 feet;
Thence North 89°55'24" West, 594.96 feet;
Thence North 00°06'55" West, 375.10 feet;
Thence North 89°55'15" West, 350.04 feet;
Thence North 00°07'34" West, 1321.69 feet to the North line of said Section 28;
Thence South 89°56'10" East, 1022.93 feet along said North line to the POINT OF BEGINNING.

PARCEL 16

That portion of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North 203.92 feet along the Section line and North 89°23'13" West, 2550.87 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, and running;

Thence North 89°23'13" West, 608.50 feet;
Thence North 00°36'47" East, 330.00 feet;
Thence South 89°23'13" East, 608.50 feet;
Thence South 00°36'47" West, 333.00 feet to the POINT OF BEGINNING.

Parcel 16A

Together with a 30 foot wide access easement lying 15 feet each side of the following described centerline: BEGINNING at a point that is North 995.30 feet along the Section line and North 89°05'25" West, 413.20 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, said POINT OF BEGINNING being on the centerline of a North-South county road; and running;

Thence North 89°05'25" West, 2189.30 feet;
Thence South 00°36'47" West, 571.84 feet to a point on the North side of the Cellar Parcel.

PARCEL 17

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PARCEL 18

The Northeast Quarter of Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter lying east of Railroad right-of-way.

PARCEL 19

The Northeast Quarter lying east of Railroad right-of-way, Section 33, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter of the Northeast Quarter lying east of Railroad right-of-way.

PARCEL 20

The East Half of the Southeast Quarter lying East of the Railroad in Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 21

All of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The North Half of the Northwest Quarter of Section 34, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 22

The West Half of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 23

That portion of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

COMMENCING at the Southeast corner of said Section 34;
Thence North 89°59'01" West, 463.89 feet, to the POINT OF BEGINNING;
Thence North 89°59'02" West, 196.00 feet;
Thence North 00°07'25" West, 1313.37 feet;
Thence South 89°52'19" East, 196.00 feet;
Thence South 00°07'26" East, 1312.99 feet to the POINT OF BEGINNING.

PARCEL 24

All of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 130 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

South 330 feet of the South Half of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

FURTHER EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 25

The Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 26

The North 200 feet of the South 330 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 27

Government Lots 3 and 4, of Section 19, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 28

Government Lot 1 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 29

Government Lots 2 and 3 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Jefferson County

PARCEL 30

Government Lot 4; and the Southwest Quarter of the Northwest Quarter, also the West Half of the Southwest Quarter of Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the West Half of the West Half of said Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 31

All of Section 3, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 32

The East Half of the East Half lying East of the Railroad right-of-way in Section 4, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 33

The East Half of the East Half lying East of the Railroad right-of-way in Section 9, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 34

All of Section 10, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

Part of the S1/2 of Section 10 & the N1/2 of Section 15, Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Northeast Corner of the South Half (S1/2) of said Section 10, said corner monumented with a 5/8" Iron Rod with 2-1/2" Aluminum Cap, recorded as Instrument No. 480594 in the Jefferson County Clerk's Office;

Thence S89°50'36"W along the North line of said South Half (S1/2) a distance of 1380.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563", said point being the POINT OF BEGINNING;

Thence S05°00'00"W a distance of 485.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N90°00'00"W a distance of 302.46 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence S19°41'00"W a distance of 2326.88 feet to the North line of said Section 15, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing S19°41'00"W a distance of 1520.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N29°06'53"W a distance of 279.11 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N19°41'00"E a distance of 1260.00 feet to the South line of said Section 10, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing N19°41'00"E a distance of 753.51 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N01°30'58"W a distance of 1963.10 feet to the North line of the South Half (S1/2) of said Section 10, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N89°50'36"E a distance of 1150.00 feet to the POINT OF BEGINNING, containing 40.02 acres more or less.

PARCEL 35

The South Half of the Section along with the West Half of the Northwest Quarter of Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the Northwest Quarter of the Northwest Quarter of said Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 36

The Southwest Quarter of the Section along with the West Half of the Southeast Quarter of Section 12, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 37

That portion of the West Half of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

BEGINNING at the Southwest corner;

Thence East, 1450 feet;
Thence North, 2790 feet;
Thence West, 100 feet;
Thence North, 575 feet;
Thence East, 100 feet;
Thence North, 1915 feet to the North line of Section 13;
Thence West, 1450 feet along the North line to the Northwest corner of Section 13,
Thence South along the West line of Section 13, 5280 feet to the Southwest corner of Section 13, and the
POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

Commencing at the Southwest Corner of Said Section 13;
Thence South 89°56'48" East, 1450 feet along the Section line;
Thence North 00°17'48" East, 2379.37 feet to the POINT OF BEGINNING;
Thence North 50°06'13" West, 181.45 feet;
Thence North 35°23'19" West, 233.46 feet;
Thence North 23°09'28" West, 193.24 feet to the edge of an existing driveway; Thence along said driveway
edge the following three (3) courses:
1. North 00°17'13" East, 317.25 feet;
2. North 07°56'22" East, 256.13 feet;
3. North 05°34'30" East, 51.90 feet;
Thence North 31°18'07" East, 241.16 feet;
Thence North 47°15'32" East, 259.79 feet;
Thence South 00°17'48" West, 477.93 feet;
Thence North 89°42'12" West, 100 feet;
Thence South 00°17'48" West, 579.41 feet;
Thence South 89°42'12" East, 100 feet;
Thence South 00°17'48" West, 432.02 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Southwest Quarter of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

COMMENCING at the Southwest corner of said Section 13;
Thence South 89°56'48" East, 1355.29 feet along the section line to the POINT OF BEGINNING;

Thence Northwesterly 424.83 feet along a curve, to the right, curve data (radius = 2387.61 feet, delta = 10°11'41"), chord bears North 12°46'47" West, 424.27 feet;
Thence North 00°02'33" West 500.28 feet to a point of a curve;
Thence northeasterly 698.96 feet along said curve, to the right, curve data (radius = 2072.54 feet, delta = 19°19'22"), chord bears North 16°27'38" East, 695.65 feet;
Thence South 00°17'48" West, 1581.29 feet to the Section line;
Thence North 89°56'48" West, 94.71 feet along said Section line to the POINT OF BEGINNING.

PARCEL 38

All of Section 14, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 39

All of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPT Part of the South Half of the Southeast Quarter of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as:

COMMENCING at the Southeast corner of Section 15, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description; Thence South 89°31'03" West, 1,696.02 feet;
Thence North 00°28'57" West, 268.21 feet to the POINT OF BEGINNING.

Thence South 89°28'31" East, 719.74 feet, parallel with and 100.00 feet northerly of the North line of said potato cellar;

Thence South 00°27'34" West, 190.90 feet, parallel with and 200.00 feet easterly of the East line of said potato cellar;

Thence South 89°57'13" West 719.77 feet to the POINT OF BEGINNING.

ALSO Except: An ingress/egress easement being described as 12.50 feet both sides of the following described centerline:

Commencing at the Southeast corner of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description;

Thence South 89°31'03" West 925.34 feet to the POINT OF BEGINNING;

Thence North 00°28'57" West 318.98 feet;

Thence North 89°32'26" West 50.00 feet to the point of terminus, said point being on the East line of the above described parcel.

ALSO Except: Any portion lying South of the County road.

ALSO EXCEPT Part of the S1/2 of Section 10 & the N1/2 of Section 15, Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Northeast Corner of the South Half (S1/2) of said Section 10, said corner monumented with a 5/8" Iron Rod with 2-1/2" Aluminum Cap, recorded as Instrument No. 480594 in the Jefferson County Clerk's Office;

Thence S89°50'36"W along the North line of said South Half (S1/2) a distance of 1380.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563", said point being the POINT OF BEGINNING;

Thence S05°00'00"W a distance of 485.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N90°00'00"W a distance of 302.46 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence S19°41'00"W a distance of 2326.88 feet to the North line of said Section 15, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing S19°41'00"W a distance of 1520.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N29°06'53"W a distance of 279.11 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N19°41'00"E a distance of 1260.00 feet to the South line of said Section 10, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing N19°41'00"E a distance of 753.51 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N01°30'58"W a distance of 1963.10 feet to the North line of the South Half (S1/2) of said Section 10, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N89°50'36"E a distance of 1150.00 feet to the POINT OF BEGINNING, containing 40.02 acres more or less.

PARCEL 40

INTENTIONALLY DELETED

PARCEL 41

Blocks J, O, Lots 1 through 17 in Block K and Block 22 in Amended Camas Townsite, together with vacated streets and alleys adjacent thereto as set forth in Ordinance #10-04, recorded October 26, 2010, as Instrument No. 387696, Jefferson County, Idaho.

EXCEPTING THEREFROM:

Part of Lots 1 through 17 of Block 22 and the vacated portions of 4th Street, West Park Street and the alley of said block being in the Amended Camas Townsite being in the Northeast Quarter of the Southeast Quarter of Section 21, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 21;

Thence North 00°11'54" East, 1882.55 feet along the East line of said Section to the intersection of said East line and the centerline of 4th Street of the Amended Camas Townsite;

Thence North 89°05'06" West, 506.07 feet along said centerline to the intersection of said 4th Street and West Park Street, said point being the POINT OF BEGINNING and being marked by a 1/2" iron rod with plastic cap stamped HLE PLS 12222,

Thence South 02°38'18" West, 415.33 feet along the centerline of said West Park Street to the centerline of Camas Creek, said point being witnessed by a 1/2" iron rod with plastic cap stamped HLE PLS 12222 which bears North 02°38'18" East, 50.46 feet;

Thence along the centerline of said Camas Creek the following 2 courses:

1. South 46°15'17" West, 26.13 feet;

2. South 62°33'00" West, 79.13 feet to a point being witnessed by a 1/2" iron rod with Plastic cap stamped HLE PLS 12222 which bears North 09°34'28" East 52.59 feet;

Thence North 09°34'28" East, 476.53 feet to the centerline of said 4th Street;

Thence South 89°05'06" East, 28.96 feet along said centerline to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

Any portion of Lots 7 and 18 in Block K which lie inside of Warranty Deed recorded October 29, 2010, as Instrument No. 387807 for the Camas Feedlot and as shown on Survey recorded April 19, 2012, as Instrument No. 397282.

PARCEL 42

The East Half of the East Half of Section 22, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

ALSO INCLUDING:

The West Half of the West Half of Section 23, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

AMENDED AND RESTATED EXHIBIT B

Schedule of Specific Water Rights

“Water Rights” includes the following:

31-7610B	31-11739	31-11997
31-7615B	31-12086	31-11793
31-7620B	31-7034AF	31-11912
31-7621B	31-7034AC	31-11791
31-7635B	31-11996	31-11990
31-7622B	31-7034V	31-11797
31-7638B	31-2301A	31-11795
31-7618B	31-7034AB	31-11995
31-7369G	31-12108	31-11910
31-7034AG	31-12128	31-11993
31-7612B	31-11792	31-49A
31-7368D	31-11798	31-50A
31-7615A	31-11794	31-51A
31-7618A	31-11796	
31-11916	31-11913	
31-7620A	31-11915	
31-7622A	31-2374B	
31-7629	31-12150	
31-7606	31-2365E	
31-7052P	31-2405B	
31-7609	31-7177B	
31-7611	31-7044B	
31-7369E	31-11925	
31-11800	31-7034Z	
31-11802	31-7034X	
31-11804	31-7627A	
31-7034AD	31-11922	
31-7034W	31-11914	
31-11911	31-11930	
31-7369F	31-11920	
31-11931	31-11926	
31-11927	31-11924	
31-7610A	31-11928	
31-7612A	31-11918	
31-7638A	31-7220C	
31-7621A	31-11991	
31-11923	31-7439B	
31-11929	31-7034AE	
31-11779	31-7635A	
31-12038	31-7220D	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Callan Cobb Kanev
Jameson Pepple Cantu PLLC
801 Second Avenue, Suite 700
Seattle, Washington 98104

Instrument # 482163

RIGBY, JEFFERSON, IDAHO
10-30-2023 01:17:44 PM No. of Pages: 19
Recorded for: CHICAGO TITLE KENNEWICK TITLE - 6416 W. OKAN
COLLEEN C POOLE Fee: \$64.00
Ex-Officio Recorder Deputy: LK
Index To: MORTGAGE MODIFICATION
Electronically Recorded by Simplifile

Chicago Title

[SPACE ABOVE THE LINE IS FOR RECORDER'S USE]

Prudential Loan Nos. 717612366, 717612433, Shelf Facility No. 91678

THIS MODIFICATION OF MORTGAGE HAS BEEN PREPARED IN DUPLICATE ORIGINAL COPIES TO PERMIT SIMULTANEOUS RECORDING IN CLARK AND JEFFERSON COUNTIES, IDAHO, BUT ALL DUPLICATE ORIGINALS, TAKEN TOGETHER, CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE (this "*Mortgage Modification*") dated for reference purposes October 30, 2023, is made by BROWN DELTA II, LLC, an Idaho limited liability company (referred to herein as "*Mortgagor*"), as mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("*Lender*"), as mortgagee, and modifies the Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated September 11, 2023, recorded on September 11, 2023 under Clark County Recorder's No. 59359 and under Jefferson County Recorder's No. 481475, granted by Mortgagor to Lender (the "*Original Mortgage*", which, together with this Mortgage Modification, is referred to as this "*Mortgage*"). This Mortgage encumbers the real property legally described on Exhibit A attached to this Mortgage Modification.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Mortgage is modified as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Mortgage Modification have the meanings defined in the Original Mortgage. The Original Mortgage is hereby amended by adding, deleting and/or modifying, as applicable (in addition to any additional definitions set forth in the introductory paragraph hereof), the following defined terms:

"California Deed of Trust" means the Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by Yellow Juliet II, LLC, a California limited liability company ("*Yellow Juliet*"), as trustor, in favor of Lender, as beneficiary, recorded on September 12, 2023 under Monterey County Recorder's No. 2023028277, as amended by the California Deed of Trust Modification.

"California Deed of Trust Modification" means the Modification of Deed of Trust dated the same date as this Mortgage Modification and executed by Yellow Juliet and Lender for recording in Monterey County, California.

"Land" means the real property legally described on Exhibit A attached to this Mortgage Modification, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof. For the avoidance of doubt, Lender has reconveyed the Idaho Release Parcel (as defined in the Loan Agreement) simultaneously with execution of this Mortgage Modification, such that the Idaho Release Parcel is no longer part of the Land encumbered by the Mortgage.

"Loan" and **"Loans"** refer to each of the Loans evidenced by the Notes.

"Loan Agreement" means the Loan Agreement dated September 11, 2023, entered into between Borrowers and Lender as described in the Original Mortgage, as amended by the Loan Modification.

"Loan Documents" is as defined in the Loan Modification and includes this Mortgage Modification, the Other Security Instrument Modifications, Note 2, the Loan Modification, and all other documents evidencing, securing or relating to the Loans, the payment of the Indebtedness or the performance of the Obligations. However, no obligation under the Indemnity Agreement or any other "Unsecured Obligation" as defined in this Mortgage is secured by this Mortgage or any other collateral for the Loans.

"Loan Modification" means the Loan Modification Agreement dated the same date as this Mortgage Modification and entered into between Borrowers and Lender.

"Louisiana Mortgage" means the Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement executed by Purple Alpha II, LLC, a Louisiana limited liability company ("**Purple Alpha**"), as mortgagor, in favor of Lender, as mortgagee, recorded on September 12, 2023 in East Carroll Parish, Louisiana under Instrument Number 96095, as amended by the Louisiana Mortgage Modification.

"Louisiana Mortgage Modification" means the Modification of Mortgage dated the same date as this Mortgage Modification and executed by Purple Alpha and Lender for recording in East Carroll Parish, Louisiana.

"Mortgage" means the Original Mortgage, as amended by this Mortgage Modification.

"Note" and **"Notes"** both mean the following Promissory Notes made by Borrower and payable to the order of Lender:

- (i) the "Note" as defined in the Original Mortgage, which is the Promissory Note dated September 11, 2023 ("**Note 1**", Loan No. 717612366) in the original principal amount of TWENTY-SIX MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$26,400,000.00);
- (ii) the Promissory Note dated the same date as this Mortgage Modification ("**Note 2**", Loan No. 717612433) in the original principal amount of TWELVE MILLION and no/100 DOLLARS (\$12,000,000.00);

(iii) when made, each additional Shelf Note (as defined in the Loan Agreement);

(iv) and all modifications, renewals or extensions of the foregoing.

The current outstanding principal balance of Note 1 is TWENTY-SIX MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$26,400,000.00), so upon the disbursement of TWELVE MILLION and no/100 DOLLARS (\$12,000,000.00) under Note 2, the aggregate principal amount secured by this Mortgage is THIRTY-EIGHT MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$38,400,000.00).

"Oregon Deed of Trust" means the Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by Green Alpha II, LLC, an Oregon limited liability company ("***Green Alpha***"), as trustor, in favor of Lender, as beneficiary, recorded on September 11, 2023 in Malheur County, Oregon under recording number 2023-2608, as amended by the Oregon Deed of Trust Modification.

"Oregon Deed of Trust Modification" means the Modification of Deed of Trust dated the same date as this Mortgage Modification and executed by Green Alpha and Lender for recording in Malheur County, Oregon.

"Other Security Instrument" and ***"Other Security Instruments"*** means, individually and together, the California Deed of Trust, the Louisiana Mortgage, the Oregon Deed of Trust and the Washington Mortgage, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Washington Mortgage" means the Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by White Charlie II, LLC, a Washington limited liability company ("***White Charlie***"), and White Delta II, LLC, a Washington limited liability company ("***White Delta***"), as mortgagor, in favor of Lender, as mortgagee, recorded on September 11, 2023 in Adams County, Washington under recording number 334865-334869 and in Grant County, Washington under recording number 1490634, as amended by the Washington Mortgage Modification.

"Washington Mortgage Modification" means the Modification of Mortgage dated the same date as this Mortgage Modification and executed by White Charlie, White Delta and Lender for recording in Adams County and Grant County, Washington.

2. **Indebtedness.** The Indebtedness secured by this Mortgage now expressly includes the Loan evidenced by Note 2 (in addition to the Loan evidenced by Note 1). For the avoidance of doubt, an Event of Default under Note 2 is an Event of Default under this Mortgage.
3. **Lender's Address.** Lender's address for all notice purposes under the Loan Documents is c/o Loan Services, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan Nos. 717612366, 717612433, Shelf Facility No. 91678.
4. **Mortgagor's Representations & Warranties.** Mortgagor warrants and represents to Lender that it has full right, power and authority to enter into this Mortgage Modification and to perform all its obligations hereunder, and that all information and materials submitted to Lender in connection with

the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.

5. **Amended and Restated Water Rights.** The Schedule of Specific Water Rights attached to the Original Mortgage as Exhibit B is hereby amended and restated in its entirety with the Amended and Restated Exhibit B attached hereto.
6. **Integration; Amendments.** This document and the other Loan Documents referred to in this Mortgage Modification constitute the entire agreement with Lender with respect to the modification of the Loans and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.
7. **Ratification.** Except as modified herein, the terms and conditions of the Loan Documents remain in full force and effect and are hereby affirmed and ratified. This Mortgage Modification is not intended to and shall not be construed to impair the validity, priority or enforceability of the Original Mortgage or any of the other Loan Documents.
8. **Execution in Counterpart.** This Mortgage Modification may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage Modification may be detached from any counterpart of this Mortgage Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Mortgage Modification identical in form hereto but having attached to it one or more additional signature pages.
9. **Recording in Two Counties.** This Mortgage Modification is being executed in duplicate originals for simultaneous recording in both Clark County and Jefferson County. The duplicates together constitute a single instrument. Lender may cause a foreclosure sale or file an action to enforce any right or remedy under the Mortgage or applicable law as to all the Property, whether located in Clark County or Jefferson County, in either County, in Lender's sole and absolute discretion. Mortgagor consents to venue and jurisdiction in either County.

The rest of this page is left blank intentionally.

DATED as first above written.

"Mortgagor"

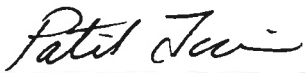
BROWN DELTA II, LLC,
an Idaho limited liability company

By: HAPPY VALLEY USA II, L.L.C.,
a Delaware limited liability company
Its: Sole Member

By: HOMESTEAD CAPITAL USA FARMLAND FUND II,
L.P., a Delaware limited partnership
Its: Managing Member

By: HOMESTEAD CAPITAL USA FARMLAND
FUND II GP, L.P., a Delaware limited
partnership
Its: General Partner

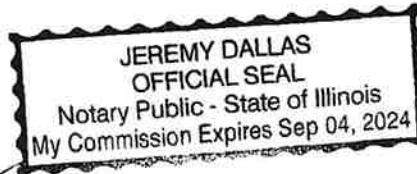
By: HOMESTEAD CAPITAL USA
FARMLAND FUND II UGP, LLC,
a Delaware limited liability company
Its: General Partner

By: 
Name: Patrick Trainor
Its: Authorized Member

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

This instrument was acknowledged before me on October 26, 2023 by Patrick Trainor, as Authorized Member of HOMESTEAD CAPITAL USA FARMLAND FUND II UGP, LLC, a Delaware limited liability company, the General Partner of HOMESTEAD CAPITAL USA FARMLAND FUND II GP, L.P., a Delaware limited partnership, the General Partner of HOMESTEAD CAPITAL USA FARMLAND FUND II, L.P., a Delaware limited partnership, the Managing Member of HAPPY VALLEY USA II, L.L.C., a Delaware limited liability company, the Sole Member of BROWN DELTA II, LLC, an Idaho limited liability company.

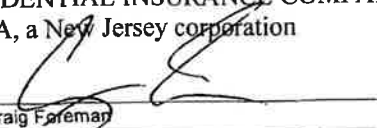
(Seal)



Signature of Notary Public

"Lender"

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, a New Jersey corporation

By: 
Name: Craig Foreman
Title: Vice President

STATE OF ILLINOIS
COUNTY OF Cook

This instrument was acknowledged before me on October 19th, 2023 by Craig Foreman,
as Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New
Jersey corporation.

(Seal)



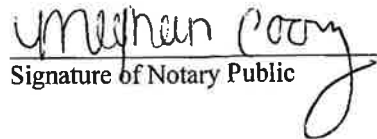

Signature of Notary Public

EXHIBIT A

Legal Description of Land

The Land is located in Clark and Jefferson County, Idaho, and is legally described as follows:

Clark County

PARCEL 1

That portion of the South Half of Section 9 in Township 9 North, Range 35 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section Line and East 2569.76 feet from the Southwest corner of said Section 9, and running;

Thence North 03°29'51" East, 97.53 feet;

Thence South 86°30'09" East, 375.00 feet;

Thence South 03°29'51" West, 97.53 feet;

Thence North 86°30'09" West, 375.00 feet to the POINT OF BEGINNING.

PARCEL 2

That portion of the South Half of Section 9 in Township 9 North, Range 35, East Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section line and East, 2569.76 feet from the Southwest corner of said section 9, and running;

Thence South 86°30'09" East, 375.00 feet;

Thence South 03°29'51" West, 145.00 feet;

Thence North 86°30'09" West, 375.00 feet;

Thence North 03°29'51" East, 145.00 feet to the POINT OF BEGINNING.

PARCEL 3

That portion of the Southwest Quarter of the Southwest Quarter lying west of the easterly poles of the existing power line. Also, the Southerly 495 feet of the Northwest Quarter of the Southwest Quarter lying West of the easterly poles of the existing power lines all in Section 13 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 4

The South Half of the Southeast Quarter and the Southerly 495 feet of the North Half of the Southeast Quarter, all in Section 14 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 5

The Northeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 6

The Southeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 7

The portion of the West Half lying west of the Easterly poles of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 8

That portion of the Southwest Quarter lying East of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 9

Government Lots 3 and 4, also the West Half of the Southeast Quarter of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 10

Government Lots 1, 2 and 3, also the West Half of the East Half; and the West Half of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 11

Government Lot 4 of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of said Section 25;

Thence West a distance of approximately 1760.00 feet, more or less, along the South boundary line of Section 25 to a point where a fence line crosses the South Boundary line of said section;

Thence following the fence line in a Northeast direction to a point on the East boundary line of Section 25 a distance of approximately 700 feet, more or less, North of the Southeast corner of Section 25; Thence South along the East boundary line of Section 25 to the Southeast corner of Section 25, and the POINT OF BEGINNING.

PARCEL 12

All of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 13

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 14

The East Half of Section 27 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

A parcel of land lying in the East Half of Section 27, Township 9 North, Range 36 East, of the Boise Meridian, Clark County, Idaho, described as follows:

BEGINNING at the North Quarter corner of said Section 27;

Thence South 89°53'41" East, 511.98 feet;

Thence South 07°59'03" West, 348.53 feet;
Thence South 43°35'50" West 352.43 feet;
Thence South 73°42'45" West, 228.32 feet;
Thence North 00°07'08" East, 665.37 feet to the POINT OF BEGINNING.

PARCEL 15

That portion of the Northwest Quarter of the Northeast Quarter of Section 28 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:
BEGINNING at a point that is North 89°49'00" West, along the Section line 1135.56 feet to the Westerly right-of-way line of the Union Pacific Railroad from the Northeast corner of said Section 28;
Thence North 89°49'00" West, 1511.42 feet;
Thence South 00°00'40" East, 1321.74 feet;
Thence South 89°49'42" East, 1593.89 feet to the Westerly right of way line of said Railroad; Thence North 03°34'54" West, along said Railroad right-of-way 1324.26 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the Northeast Quarter of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

BEGINNING at a point on the West right-of-way line of the Union Pacific Railroad and the South line of a county road that is North 89°55'48" West, 1135.67 feet along the North line of said Section 28 from the Northeast corner of said Section 28 and running;

Thence South 03°41'19" East, 1325.33 feet along said West right-of-way line to a point on the South line of the North Half of the Northeast Quarter;
Thence North 89°54'00" West, 416.17 feet along said South line of the North Half of the Northeast Quarter;
Thence North 00°19'20" West, 526.61 feet;
Thence North 88°56'01" West, 17.03 feet;
Thence North 01°34'54" West, 40.69 feet;
Thence North 87°24'18" East, 16.50 feet;
Thence North 01°15'43" West, 38.23 feet;
Thence North 89°11'36" West, 6.32 feet;
Thence North 00°20'38" East, 715.64 feet to the North line of said Section 28 and also the South line of the county road;
Thence South 89°55'48" East, 338.41 feet along the section line and the South line of the county road to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Northwest Quarter of the Northeast Quarter and a portion of Government Lot 1 of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as follows:

COMMENCING at the Northeast corner of said Section 28;
Thence North 89°56'10" West, 1473.97 feet, along the North line of Section 28, to the POINT OF BEGINNING;
Thence South 00°20'56" West, 715.56 feet;
Thence South 89°11'47" East, 6.32 feet;
Thence South 01°15'54" East, 38.23 feet;
Thence South 87°24'07" West, 16.50 feet;

Thence South 01°35'05" East, 40.69 feet;
Thence South 88°56'12" East, 17.03 feet;
Thence South 00°21'09" East, 526.63 feet;
Thence South 89°53'54" East, 416.13 feet to the West right-of-way line of the Union Pacific Railroad;
Thence South 03°41'56" East, 550.83 feet along said railroad right-of-way;
Thence North 89°55'05" West, 533.19 feet;
Thence North 00°09'03" West, 174.96 feet;
Thence North 89°55'24" West, 594.96 feet;
Thence North 00°06'55" West, 375.10 feet;
Thence North 89°55'15" West, 350.04 feet;
Thence North 00°07'34" West, 1321.69 feet to the North line of said Section 28;
Thence South 89°56'10" East, 1022.93 feet along said North line to the POINT OF BEGINNING.

PARCEL 16

That portion of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North 203.92 feet along the Section line and North 89°23'13" West, 2550.87 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, and running;

Thence North 89°23'13" West, 608.50 feet;
Thence North 00°36'47" East, 330.00 feet;
Thence South 89°23'13" East, 608.50 feet;
Thence South 00°36'47" West, 333.00 feet to the POINT OF BEGINNING.

Parcel 16A

Together with a 30 foot wide access easement lying 15 feet each side of the following described centerline: BEGINNING at a point that is North 995.30 feet along the Section line and North 89°05'25" West, 413.20 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, said POINT OF BEGINNING being on the centerline of a North-South county road; and running;

Thence North 89°05'25" West, 2189.30 feet;
Thence South 00°36'47" West, 571.84 feet to a point on the North side of the Cellar Parcel.

PARCEL 17

Intentionally Deleted KB 8/4/2023

PARCEL 18

The Northeast Quarter of Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter lying east of Railroad right-of-way.

PARCEL 19

The Northeast Quarter lying east of Railroad right-of-way, Section 33, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter of the Northeast Quarter lying east of Railroad right-of-way.

PARCEL 20

The East Half of the Southeast Quarter lying East of the Railroad in Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 21

All of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The North Half of the Northwest Quarter of Section 34, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 22

The West Half of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 23

That portion of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

COMMENCING at the Southeast corner of said Section 34;
Thence North 89°59'01" West, 463.89 feet, to the POINT OF BEGINNING;
Thence North 89°59'02" West, 196.00 feet;
Thence North 00°07'25" West, 1313.37 feet;
Thence South 89°52'19" East, 196.00 feet;
Thence South 00°07'26" East, 1312.99 feet to the POINT OF BEGINNING.

PARCEL 24

All of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 130 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

South 330 feet of the South Half of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

FURTHER EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 25

The Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 26

The North 200 feet of the South 330 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 27

Government Lots 3 and 4, of Section 19, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 28

Government Lot 1 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 29

Government Lots 2 and 3 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Jefferson County

PARCEL 30

Government Lot 4; and the Southwest Quarter of the Northwest Quarter, also the West Half of the Southwest Quarter of Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the West Half of the West Half of said Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 31

All of Section 3, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 32

The East Half of the East Half lying East of the Railroad right-of-way in Section 4, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 33

The East Half of the East Half lying East of the Railroad right-of-way in Section 9, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 34

All of Section 10, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

Part of the S1/2 of Section 10 & the N1/2 of Section 15, Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Northeast Corner of the South Half (S1/2) of said Section 10, said corner monumented with a 5/8" Iron Rod with 2-1/2" Aluminum Cap, recorded as Instrument No. 480594 in the Jefferson County Clerk's Office;

Thence S89°50'36"W along the North line of said South Half (S1/2) a distance of 1380.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563", said point being the POINT OF BEGINNING;

Thence S05°00'00"W a distance of 485.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N90°00'00"W a distance of 302.46 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence S19°41'00"W a distance of 2326.88 feet to the North line of said Section 15, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing S19°41'00"W a distance of 1520.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N29°06'53"W a distance of 279.11 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N19°41'00"E a distance of 1260.00 feet to the South line of said Section 10, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing N19°41'00"E a distance of 753.51 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N01°30'58"W a distance of 1963.10 feet to the North line of the South Half (S1/2) of said Section 10, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N89°50'36"E a distance of 1150.00 feet to the POINT OF BEGINNING, containing 40.02 acres more or less.

PARCEL 35

The South Half of the Section along with the West Half of the Northwest Quarter of Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the Northwest Quarter of the Northwest Quarter of said Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 36

The Southwest Quarter of the Section along with the West Half of the Southeast Quarter of Section 12, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 37

That portion of the West Half of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

BEGINNING at the Southwest corner;

Thence East, 1450 feet;
Thence North, 2790 feet;
Thence West, 100 feet;
Thence North, 575 feet;
Thence East, 100 feet;
Thence North, 1915 feet to the North line of Section 13;
Thence West, 1450 feet along the North line to the Northwest corner of Section 13,
Thence South along the West line of Section 13, 5280 feet to the Southwest corner of Section 13, and the
POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

Commencing at the Southwest Corner of Said Section 13;
Thence South $89^{\circ}56'48''$ East, 1450 feet along the Section line;
Thence North $00^{\circ}17'48''$ East, 2379.37 feet to the POINT OF BEGINNING;
Thence North $50^{\circ}06'13''$ West, 181.45 feet;
Thence North $35^{\circ}23'19''$ West, 233.46 feet;
Thence North $23^{\circ}09'28''$ West, 193.24 feet to the edge of an existing driveway; Thence along said driveway
edge the following three (3) courses:
1. North $00^{\circ}17'13''$ East, 317.25 feet;
2. North $07^{\circ}56'22''$ East, 256.13 feet;
3. North $05^{\circ}34'30''$ East, 51.90 feet;
Thence North $31^{\circ}18'07''$ East, 241.16 feet;
Thence North $47^{\circ}15'32''$ East, 259.79 feet;
Thence South $00^{\circ}17'48''$ West, 477.93 feet;
Thence North $89^{\circ}42'12''$ West, 100 feet;
Thence South $00^{\circ}17'48''$ West, 579.41 feet;
Thence South $89^{\circ}42'12''$ East, 100 feet;
Thence South $00^{\circ}17'48''$ West, 432.02 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Southwest Quarter of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

COMMENCING at the Southwest corner of said Section 13;
Thence South $89^{\circ}56'48''$ East, 1355.29 feet along the section line to the POINT OF BEGINNING;

Thence Northwesterly 424.83 feet along a curve, to the right, curve data (radius = 2387.61 feet, delta = $10^{\circ}11'41''$), chord bears North $12^{\circ}46'47''$ West, 424.27 feet;
Thence North $00^{\circ}02'33''$ West 500.28 feet to a point of a curve;
Thence northeasterly 698.96 feet along said curve, to the right, curve data (radius = 2072.54 feet, delta = $19^{\circ}19'22''$), chord bears North $16^{\circ}27'38''$ East, 695.65 feet;
Thence South $00^{\circ}17'48''$ West, 1581.29 feet to the Section line;
Thence North $89^{\circ}56'48''$ West, 94.71 feet along said Section line to the POINT OF BEGINNING.

PARCEL 38

All of Section 14, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 39

All of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPT Part of the South Half of the Southeast Quarter of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as:

COMMENCING at the Southeast corner of Section 15, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description; Thence South 89°31'03" West, 1,696.02 feet;
Thence North 00°28'57" West, 268.21 feet to the POINT OF BEGINNING.

Thence South 89°28'31" East, 719.74 feet, parallel with and 100.00 feet northerly of the North line of said potato cellar;

Thence South 00°27'34" West, 190.90 feet, parallel with and 200.00 feet easterly of the East line of said potato cellar;

Thence South 89°57'13" West 719.77 feet to the POINT OF BEGINNING.

ALSO Except: An ingress/egress easement being described as 12.50 feet both sides of the following described centerline:

Commencing at the Southeast corner of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description;

Thence South 89°31'03" West 925.34 feet to the POINT OF BEGINNING;

Thence North 00°28'57" West 318.98 feet;

Thence North 89°32'26" West 50.00 feet to the point of terminus, said point being on the East line of the above described parcel.

ALSO Except: Any portion lying South of the County road.

ALSO EXCEPT Part of the S1/2 of Section 10 & the N1/2 of Section 15, Township 8 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Northeast Corner of the South Half (S1/2) of said Section 10, said corner monumented with a 5/8" Iron Rod with 2-1/2" Aluminum Cap, recorded as Instrument No. 480594 in the Jefferson County Clerk's Office;

Thence S89°50'36"W along the North line of said South Half (S1/2) a distance of 1380.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563", said point being the POINT OF BEGINNING;

Thence S05°00'00"W a distance of 485.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N90°00'00"W a distance of 302.46 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence S19°41'00"W a distance of 2326.88 feet to the North line of said Section 15, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence continuing S19°41'00"W a distance of 1520.00 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";

Thence N29°06'53"W a distance of 279.11 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";
Thence N19°41'00"E a distance of 1260.00 feet to the South line of said Section 10, said point online monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";
Thence continuing N19°41'00"E a distance of 753.51 feet, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";
Thence N01°30'58"W a distance of 1963.10 feet to the North line of the South Half (S1/2) of said Section 10, said corner monumented with a 1/2" iron rod with a plastic cap marked "K.L.T. PLS 10563";
Thence N89°50'36"E a distance of 1150.00 feet to the POINT OF BEGINNING, containing 40.02 acres more or less.

PARCEL 40
INTENTIONALLY DELETED

PARCEL 41
Blocks J, O, Lots 1 through 17 in Block K and Block 22 in Amended Camas Townsite, together with vacated streets and alleys adjacent thereto as set forth in Ordinance #10-04, recorded October 26, 2010, as Instrument No. 387696, Jefferson County, Idaho.

EXCEPTING THEREFROM:

Part of Lots 1 through 17 of Block 22 and the vacated portions of 4th Street, West Park Street and the alley of said block being in the Amended Camas Townsite being in the Northeast Quarter of the Southeast Quarter of Section 21, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 21;
Thence North 00°11'54" East, 1882.55 feet along the East line of said Section to the intersection of said East line and the centerline of 4th Street of the Amended Camas Townsite;
Thence North 89°05'06" West, 506.07 feet along said centerline to the intersection of said 4th Street and West Park Street, said point being the POINT OF BEGINNING and being marked by a 1/2" iron rod with plastic cap stamped HLE PLS 12222,
Thence South 02°38'18" West, 415.33 feet along the centerline of said West Park Street to the centerline of Camas Creek, said point being witnessed by a 1/2" iron rod with plastic cap stamped HLE PLS 12222 which bears North 02°38'18" East, 50.46 feet;
Thence along the centerline of said Camas Creek the following 2 courses:
1. South 46°15'17" West, 26.13 feet;
2. South 62°33'00" West, 79.13 feet to a point being witnessed by a 1/2" iron rod with Plastic cap stamped HLE PLS 12222 which bears North 09°34'28" East 52.59 feet;
Thence North 09°34'28" East, 476.53 feet to the centerline of said 4th Street;
Thence South 89°05'06" East, 28.96 feet along said centerline to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

Any portion of Lots 7 and 18 in Block K which lie inside of Warranty Deed recorded October 29, 2010, as Instrument No. 387807 for the Camas Feedlot and as shown on Survey recorded April 19, 2012, as Instrument No. 397282.

PARCEL 42

The East Half of the East Half of Section 22, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

ALSO INCLUDING:

The West Half of the West Half of Section 23, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

AMENDED AND RESTATED EXHIBIT B

Schedule of Specific Water Rights

“Water Rights” includes the following:

31-7610B	31-11739	31-11997
31-7615B	31-12086	31-11793
31-7620B	31-7034AF	31-11912
31-7621B	31-7034AC	31-11791
31-7635B	31-11996	31-11990
31-7622B	31-7034V	31-11797
31-7638B	31-2301A	31-11795
31-7618B	31-7034AB	31-11995
31-7369G	31-12108	31-11910
31-7034AG	31-12128	31-11993
31-7612B	31-11792	31-49A
31-7368D	31-11798	31-50A
31-7615A	31-11794	31-51A
31-7618A	31-11796	
31-11916	31-11913	
31-7620A	31-11915	
31-7622A	31-2374B	
31-7629	31-12150	
31-7606	31-2365E	
31-7052P	31-2405B	
31-7609	31-7177B	
31-7611	31-7044B	
31-7369E	31-11925	
31-11800	31-7034Z	
31-11802	31-7034X	
31-11804	31-7627A	
31-7034AD	31-11922	
31-7034W	31-11914	
31-11911	31-11930	
31-7369F	31-11920	
31-11931	31-11926	
31-11927	31-11924	
31-7610A	31-11928	
31-7612A	31-11918	
31-7638A	31-7220C	
31-7621A	31-11991	
31-11923	31-7439B	
31-11929	31-7034AE	
31-11779	31-7635A	
31-12038	31-7220D	

Instrument # 481475

RIGBY, JEFFERSON, IDAHO

09-11-2023 03:27:07 PM No. of Pages: 28

Recorded for: CHICAGO TITLE KENNEWICK TITLE - 6416 W. OKAN

COLLEEN C POOLE Fee: \$45.00

Ex-Officio Recorder Deputy: LK

Index To: MORTGAGE & FIXTURE FILING

Electronically Recorded by Simplifile

INSTRUMENT PREPARED / RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL TO:

Callan C. Kanev
Jameson Pepple Cantu PLLC
801 Second Avenue, Suite 700
Seattle, Washington 98104

Alliance Title & Escrow 641262

62242301271- Chicago Title

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Prudential Loan No. 717612366; Shelf Facility No. 91678

THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS HAS BEEN PREPARED IN DUPLICATE ORIGINAL COPIES TO PERMIT SIMULTANEOUS RECORDING IN CLARK AND JEFFERSON COUNTIES, IDAHO, BUT ALL DUPLICATE ORIGINALS, TAKEN TOGETHER, CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

**MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING
WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

This MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "*Mortgage*") dated September 11, 2023 is made by BROWN DELTA II, LLC, an Idaho limited liability company (referred to herein as "*Mortgagor*") as mortgagor, having a mailing address at One Embarcadero Center, Suite 3860, San Francisco, CA 94111, to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (together with its successors and assigns, "*Lender*"), as mortgagee, having offices at c/o Loan Services, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan No. 717612366; Shelf Facility No. 91678.

WITNESSETH:

MORTGAGOR HEREBY MORTGAGES to Lender all of Mortgagor's right, title and interest now owned or later acquired in and to the Property for the purpose of securing, in such order of priority as Lender may determine, payment of the Indebtedness and performance of the Secured Obligations.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS, AMONG OTHER THINGS, GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED AND IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF CLARK AND JEFFERSON COUNTIES, IDAHO AS BOTH A MORTGAGE OF REAL PROPERTY AND AS A FIXTURE FINANCING STATEMENT UNDER THE IDAHO UNIFORM COMMERCIAL CODE. MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A ATTACHED HERETO. FOR THESE PURPOSES, THE MORTGAGOR IS THE DEBTOR AND THE LENDER IS THE SECURED PARTY. THE ADDRESSES OF THE MORTGAGOR AND THE LENDER ARE IN THE FIRST PARAGRAPH ON PAGE ONE OF THIS MORTGAGE.

ARTICLE 1 **DEFINITIONS**

1.1 Defined Terms.

As used in this Mortgage, and in addition to the definitions in the Recitals and elsewhere in this Mortgage, the following terms have the following meanings.

"Borrower" means individually and together, Mortgagor, GREEN ALPHA II, LLC, an Oregon limited liability company, PURPLE ALPHA II, LLC, a Louisiana limited liability company, WHITE CHARLIE II, LLC, a Washington limited liability company, WHITE DELTA II, LLC, a Washington limited liability company, YELLOW JULIET II, LLC, a California limited liability company, HOMESTEAD CAPITAL USA FARMLAND FUND II, L.P., a Delaware limited partnership, and HOMESTEAD CAPITAL USA FARMLAND FUND II AIV, L.P., a Delaware limited partnership.

"Fixtures" means any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law.

"Improvements" means the following now or hereafter located on or used in connection with the Land: (i) all buildings, structures and other improvements, including, without limitation, all sheds, warehouses, storage facilities and other buildings; (ii) all Fixtures; (iii) all irrigation and drainage equipment including, without limitation, wells, well casings, pumps, booster pumps, motors, engines, gearheads, sand filters, pivots, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, culverts and ponds; (iv) all enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire; (v) all crop protection equipment and apparatus including, without limitation, frost protection equipment and wind machines; (vi) all grain storage and handling facilities and related equipment, scales, crop dryers, elevators, augers, conveyors, power units, fuel storage, electrical controls and testing equipment; (vii) all electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe; and (viii) all trees, nursery stock, vines and other permanent plantings, whether *fructus naturales* or *fructus industriales*, whether mature or immature, now or hereafter growing on the Land, together with all trellises, wires, end-posts, and stakes relating thereto.

"Indebtedness" is defined in the Loan Agreement and includes all amounts payable under the Note and any other amount due from Borrower under the Loan Documents other than Unsecured Obligations.

"Land" means the real property legally described on Exhibit A, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof.

"Laws and Restrictions" means all laws, regulations, orders, codes, ordinances, rules, statutes and policies, permits, licenses, certificates, restrictive covenants and other covenants relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Mortgagor.

"Lease" and "Leases" both mean any and all leases, rental agreements, farm leases, and other agreements providing for use or occupancy or other leasehold interests in the Property, including subleases and tenancies following attornment or other agreements providing for use or occupancy of the Property, now or hereafter affecting or covering any part of the Property, including all guaranties thereof any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land, and all right, title and interest of Mortgagor in and to property of any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance rentals and deposits or payments of a similar nature under any such agreement or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments).

"Loan Agreement" means the Loan Agreement between Borrower and Lender having the same date as this Mortgage, as amended, restated, replaced, supplemented or otherwise modified from time to time.

"Loan Documents" is defined in the Loan Agreement and includes the Note, the Loan Agreement, this Mortgage, and all other documents evidencing, securing or relating to the Loan evidenced by the Note. However, no Unsecured Obligation is secured by this Mortgage.

"Note" and "Notes" both mean (i) the Promissory Note ("**Note 1**") evidencing Loan No. 717612366 in the original principal amount of TWENTY-SIX MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$26,400,000.00), (ii) when made, each Shelf Note (as defined in the Loan Agreement), and (iii) all modifications, renewals, extensions and replacements thereof.

"Other Security Instrument" and "Other Security Instruments" means, individually and together, each of the following instruments, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time:

- (i) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated on or about the same as this Mortgage executed by Green Alpha II, LLC, an Oregon limited liability company, as trustor, in favor of Lender, as beneficiary, recorded in Malheur County, Oregon (the "**Oregon Deed of Trust**").
- (ii) Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement dated on or about the same as this Mortgage executed by Purple Alpha II, LLC, a Louisiana limited liability company, as mortgagor, in favor of Lender, as mortgagee, recorded in East Carroll Parish ("**Louisiana Mortgage**").

- (iii) Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated on or about the same as this Mortgage executed by White Charlie II, LLC, a Washington limited liability company, and White Delta II, LLC, a Washington limited liability company, individually and together, as mortgagor, in favor of Lender, as mortgagee, recorded in Adams and Grant Counties, Washington (the "*Washington Mortgage*").
- (iv) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated on or about the same as this Mortgage executed by Yellow Juliet II, LLC, a California limited liability company, as trustor, in favor of Lender, as beneficiary, recorded in Monterey County, California (the "*California Deed of Trust*").

"*Permitted Exceptions*" means those title exceptions set forth in the title insurance policy issued in favor of Lender that insures the priority of this Mortgage and each Lease permitted under the Loan Agreement.

"*Property*" means all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) The Land, Improvements, Leases, Property Agreements, Rents and Proceeds, and Water Rights.
- (b) All trademarks, service marks, designs, logos, names or similar identifications pertaining to the Land or under which the Property may be known or operated, whether registered or unregistered, and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property.
- (c) All building materials, equipment, work in process and other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or the Improvements.
- (d) All accounts and general intangibles (as such terms are defined in Article 9 of the Uniform Commercial Code) arising out of or incident to the ownership, development or operation of the Land and Improvements and/or other Property, and all other tangible and intangible property and rights relating to the Land and Improvements and/or other Property or the operation thereof, or to be used in connection with the Land and Improvements and/or other Property.
- (e) All insurance policies pertaining to the Land and the Improvements, and all proceeds, including all claims to and demands for them, from the voluntary or involuntary conversion of any of the Land, Improvements or the other Property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding.
- (f) All claims and causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact and all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property.
- (g) All products and proceeds of all of the foregoing.

Notwithstanding the foregoing or any other provision in this Mortgage or the other Loan Documents, "*Property*" does not include:

- (A) Vehicles, rolling stock, farm machinery (including tractors, combines and other farm machinery), or any other "equipment," as defined in Article 9 of the Uniform Commercial Code, that is not part of the Improvements; or
- (B) portable irrigation motors on wheels customarily towed by a motorized vehicle; or
- (C) any mobile or manufactured home that may be located on the Land; or

- (D) crops grown on the Land.
- (E) annual crops (*i.e.*, crops not grown on permanent plantings).

"Property Agreements" means any and all agreements related to the development, ownership, management or operation of the Land, its Improvements, Leases, and other Property, including licenses, reports, surveys, studies, development agreements, maintenance or management agreements, agreements regarding water, governmental authorizations, approvals and permits, as the same may be amended or otherwise modified, restated or newly entered into from time to time.

"Receiver" means any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

"Rents and Proceeds" means all rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Land, the Property, or any interest therein) and other income and receipts from the Property, whether now due or which may become due or to which Mortgagor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any Lease, license, bill of sale or deed, Property Agreement or from or out of the Land, or any part thereof, including but not limited to any and all rights and claims of any kind Mortgagor may have against any lessee or subtenant, occupant or licensee of the Land or the Improvements, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land and all claims as a creditor in connection with any of the foregoing).

"Secured Obligations" means: (i) the due and punctual payment of the present and future Indebtedness by Borrower and Mortgagor; (ii) the performance of any and all other present and future obligations of Borrower and Mortgagor to Lender under the Loan Documents other than the Unsecured Obligations; and (iii) all future supplemental or additional loans, future advances or extensions of credit by Lender or its affiliate, and all other future financial obligations incurred by Borrower and Mortgagor in favor of Lender or its affiliate, which by their express terms are secured by this Mortgage.

"Unsecured Obligation" is defined in Section 7.12 of this Mortgage.

"Water Law" means all laws, statutes, rules, regulations, ordinances, groundwater sustainability or management plans, judicial and administrative decisions, court decrees and orders, and other governmental requirements, whether federal, state or local, governing or relating to the control, appropriation, use, conveyance, development or distribution of water of any kind or the rights thereto.

"Water Rights" means all of Mortgagor's right, title and interest in all water (including any water inventory in storage), water rights and entitlements, other rights to water and to receive water, and water rights of every other kind or nature, that serve the Land, including, without limitation, stock in a ditch or canal company, stored water, groundwater, surface water, riparian rights, drainage rights, and all rights to obtain water from governmental water district and non-governmental water companies. The Water Rights include, without limitation, all of Mortgagor's right, title and interest in the water, water rights and entitlements and other rights described under "Water Rights" in the attached Exhibit B which is incorporated herein by reference.

1.2 **Other Definitions.** Capitalized terms used but not defined in this Mortgage are defined in the Loan Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants to Lender as follows, which representations and warranties shall be true as of the date of this Mortgage and as of the date of each disbursement of the Loan:

2.1 **Authorization and Validity.** Mortgagor is the lawful owner of the Property and holds good and marketable title to the Property free and clear of all defects, mortgages, liens, encumbrances, easements, exceptions, assessments, security interests, claims and rights of others, except the Permitted Exceptions. Mortgagor has the power and authority to mortgage the Property as provided in and by this Mortgage, to own and operate the Property, and to execute, deliver, and perform the obligations under the Loan Documents. Mortgagor is in compliance with all Laws and Restrictions.

2.2 **Additional Representations and Warranties.** (a) The Property is used principally or primarily for agricultural purposes. (b) All costs for labor and materials for the construction of the Improvements have been paid in full. (c) This Mortgage secures an obligation incurred exclusively for commercial, business or investment purposes and Mortgagor warrants to Lender that the Loan proceeds shall be used exclusively for commercial, business or investment purposes. (d) All public roads and streets necessary to serve the Property and its Improvements have been completed, are serviceable, and have been dedicated and formally accepted by the appropriate governmental entities. (e) Except as disclosed to Lender in writing in connection with the Loan closing, there is no personal residence located on the Land. (f) The Property is assessed for real estate tax purposes as one or more wholly independent tax lots, separate from any adjoining land or improvements, and no other land or improvements are assessed and taxed together with the Property.

2.3 **Water Rights.**

- (a) The Land has, and to the best of Mortgagor's knowledge will continue to have, the continuing, enforceable Water Rights to receive irrigation water without interruption from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming in such quantities and at such times and locations as has been historically available to the Land, without any currently pending or, to Mortgagor's best knowledge, threatened interruption. Mortgagor has duly filed all notices and other documents required under the laws of the State of Idaho in connection with Water Rights and the supply and use of water on the Land. All water rights certificates and permits for the appropriation and use of surface water and groundwater for the Land, and any shares in a ditch or canal company owned by Mortgagor, have been duly issued, are owned solely by Mortgagor, and are in full force and effect and in good standing.
- (b) Except as previously disclosed in writing by Mortgagor to Lender, all irrigation, drainage and water control systems necessary or desirable to provide drainage, irrigation, and stock water to the Property are located within the boundaries of the Property or are available via non-terminable easements benefiting the Property.
- (c) (i) All water used in the irrigation and cultivation of crops on the Land is derived from wells located upon the Land; (ii) Mortgagor has filed with the Idaho Department of Water Resources all notices and other documents required under applicable Water Law in connection with such wells authorizing the existing use of the well water; (iii) Mortgagor is in compliance with any and all judicial or administrative decisions and groundwater sustainability or management plans affecting or relating to water derived from wells used on the Land; and (iv) to the best of Mortgagor's knowledge, all water drawn from such wells is percolated groundwater and not water deemed to be surface water under applicable law, and Mortgagor possesses valid and enforceable overlying groundwater rights sufficient to permit the extraction and use of all such water by Mortgagor.
- (d) 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, or any rule or regulation promulgated thereunder.

2.4 **Crop Patents and Trademarks.** Each specimen and name of crops grown on the Land, now or in the future, are legally authorized, and no claim has been made or threatened by any person for patent,

trademark or any other intellectual property right infringement with respect to any such crops or their names.

ARTICLE 3 **COVENANTS**

Mortgagor covenants and agrees as follows:

3.1 **Insurance.** Mortgagor, at its sole cost and expense, will keep and maintain for the mutual benefit of Mortgagor and Lender the insurance required under the Loan Agreement. All of Mortgagor's right, title and interest in and to all policies of property insurance and any unearned premiums paid thereon are hereby assigned (to the fullest extent assignable) to Lender who shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale.

3.2 **Irrigation Water.**

- (a) The Property will continue to have continuing, enforceable Water Rights to receive irrigation water from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming, without substantially increased cost, and in such quantities, and at such times and locations as has been historically available to the Land.
- (b) Mortgagor shall timely take or cause to be taken such actions as shall be necessary to maintain all Water Rights and shall not materially decrease the entitlement under any Water Right without Lender's prior written consent.
- (c) Mortgagor shall abide by the provisions of the rules and regulations of the water district and local drainage district in which the Land is located. Mortgagor covenants to immediately apply for all permits and approvals to adequately provide water for the Property in amounts and of such nature as shall be sufficient to allow the development, operation and maintenance of the agricultural operations on the Land and, once issued, will keep them in full force and effect.

3.3 **Restrictive Uses.** Mortgagor will not initiate, join in, or consent to any change in the current use of the Land or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Land or any part thereof or in any way change the boundaries of the Land (including without limitation, any agreed boundary line changes or lot line adjustments).

3.4 **Prohibited Transfers.** Mortgagor will not cause, suffer or permit any Transfer except as permitted under the Loan Agreement.

3.5 **Permitted Exceptions; Appurtenant Easements.** Mortgagor will timely perform all of the material covenants and other obligations made or owing by Mortgagor to any other person related to the Property, including, without limitation, the Permitted Exceptions and each easement that is appurtenant to the Land. Mortgagor shall keep the Property free from all liens and encumbrances, whether prior or subordinate to this Mortgage, other than the Permitted Exceptions and the lien of current real estate taxes and assessments that are not past due.

ARTICLE 4 **ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

4.1 **Assignment of Rents and Proceeds and Leases.** Mortgagor absolutely and unconditionally assigns and transfers to Lender: (a) the Leases; and (b) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Lender any and all rights and claims of any kind that Mortgagor may have against lessees under the Leases or account debtors, and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any obligation.

Mortgagor irrevocably appoints Lender its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Mortgagor or in the name of Lender, for all such Rents and Proceeds.

4.2 **Assignment of Property Agreements.** Mortgagor sells, assigns, transfers, sets over and delivers to Lender all of Mortgagor's right, title and interest in and to any and all Property Agreements. The foregoing assignment encompasses the right of Mortgagor to (a) terminate any of the Property Agreements, (b) perform or compel performance and otherwise exercise all remedies under the Property Agreements, and (c) collect and receive all sums which may become due Mortgagor or which Mortgagor may now or shall hereafter become entitled to demand or claim, under the Property Agreements.

4.3 **Revocable License.** So long as there is no Event of Default, Mortgagor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Mortgagor under the Property Agreements. If there is an Event of Default, Lender shall have the right, on written notice to Mortgagor, to terminate and revoke such license and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in Section 4.1 and Section 4.2 or by law or at equity.

4.4 **Non-Responsibility.** Lender's acceptance of the assignments in Section 4.1 and Section 4.2 and all the rights, powers, privileges and authority so granted shall not obligate Lender to assume any obligations in respect of the Rents and Proceeds or under the Property Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Property Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Mortgagor.

ARTICLE 5 **SECURITY AGREEMENT AND FIXTURE FILING**

5.1 **Fixture Filing.** This Mortgage constitutes a fixture filing with respect to all Fixtures included in the Property.

5.2 **Grant of Security Interest.** This Mortgage will be filed for record in the real property records of Clark County and Jefferson County, Idaho and constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Mortgage; and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Mortgagor as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Mortgage).

Mortgagor grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations.

5.3 **UCC Filing.** Mortgagor agrees to execute and deliver on demand and irrevocably constitutes and appoints Lender the attorney-in-fact of Mortgagor to execute, deliver and, if appropriate, file with the appropriate filing officer or office such instruments as Lender may request or require in order to impose, perfect or continue the perfection of the lien or security interest created by this Mortgage, all at Mortgagor's expense. Mortgagor authorizes Lender to file all documents Lender regards as necessary to evidence or perfect the security interests granted by this Mortgage and to continue or amend the same.

ARTICLE 6

REMEDIES

6.1 **Remedies.** If there is an Event of Default, Lender may at any time declare all of the Indebtedness to be due and payable without any further presentment, demand, protest or notice of any kind. Lender, in its sole discretion, may also do any of the following: (i) Lender may, in person or by agent, and without notice to Mortgagor, enter upon and take possession of the Property and exercise all rights and powers of Mortgagor with respect to the Property, either in the name of Mortgagor or Lender, and do any act which Lender deems necessary to preserve the value or marketability of the Property. (ii) Lender may sue for or otherwise collect the Rents and Proceeds, and apply them, less Costs incurred in their collection, against the Secured Obligations, all in such order as Lender may determine. (iii) Lender may appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Secured Obligations, the security hereof or the rights or powers of Lender. (iv) Lender may pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Lender is prior or superior to this Mortgage. (v) Lender may commence an action to foreclose this Mortgage in any manner provided hereunder or by law. (vi) With respect to any personal property, Lender may proceed as to both the real and personal property in accordance with Lender's rights and remedies in respect of the Land, or proceed to sell said personal property separately and without regard to the Land. (vii) Lender may seek specific performance of any provisions in the Loan Documents. (viii) Lender may, at its sole election, sue for and recover judgment on the Note either before, during or after any proceedings for the enforcement of the Loan Documents and without any requirement of any action being taken to realize on the Property or otherwise enforce the Loan Documents. (ix) Lender may exercise any other right or remedy available at law or in equity under this Mortgage, the other Loan Documents or any statute. In exercising any of the foregoing, Lender may pay necessary Costs. All remedies of Lender in this Mortgage are cumulative and in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Lender shall not cure or waive any Event of Default, or invalidate any act done pursuant to any notice of Default, or prejudice Lender in the exercise of any of its other rights under the Loan Documents.

6.2 **Appointment of Receiver.** In addition to the rights and remedies provided under this Mortgage, if there is an Event of Default, as a matter of strict right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value, adequacy or condition of the Property, the danger of loss, removal, or material injury to the Property, or the solvency of any Loan Party, or the condition of the Property, Lender may apply *ex parte* to any court having jurisdiction to appoint a Receiver without bond to enter upon and take possession of the Property. Mortgagor waives notice of any application for the appointment of a Receiver, provided a hearing to confirm such appointment with notice to Mortgagor is set within the time required by law. Mortgagor hereby agrees that Lender has a special interest in the Property and absent the appointment of such Receiver the Property shall suffer waste and deterioration and Mortgagor agrees it shall not contest the appointment of a Receiver and hereby so stipulates to such appointment pursuant to this Section. Any such Receiver shall have all the powers and duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided herein. Unless earlier terminated, the receivership shall continue until the date of confirmation of a foreclosure sale.

6.3 **UCC Remedies.** In addition to the rights and remedies provided under this Mortgage, if there is an Event of Default, Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as to any Property that is personal property and shall have (i) the right to cause any of the Property which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any of the Secured Obligations, and (ii) the right to apply any Property which is cash, negotiable documents or chattel paper to the Indebtedness or to the satisfaction of any of the Secured Obligations. Any such disposition

may be conducted by an employee or agent of Lender. Any person, including both Mortgagor and Lender, shall be eligible to purchase any part or all of such personal property at any such disposition.

6.4 **Advances.** If Mortgagor fails to perform or comply with any term in the Loan Documents or any other Property Agreement, then Lender in its sole discretion: (a) may make any payment hereunder or thereunder payable by Mortgagor, and take out, pay for and maintain any of the insurance policies provided for herein or therein; and/or (b) if there is an Event of Default, perform any such other act to be performed by Mortgagor and enter the Property for such purpose. No payment or performance by Lender shall be deemed to have cured any Default or Event of Default.

6.5 **No Mortgagee in Possession.** Neither the assignments in Section 4.1 or Section 4.2 or Lender's exercise of any of its rights or remedies under this Mortgage shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Lender, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Lender or by agreement with Mortgagor or the entering into possession of the Property by such Receiver be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

6.6 **Foreclosure Sale.** To the full extent allowed by law, Mortgagor waives its right, if any, to require that the Property be sold as separate lots, parcels or items, and Lender shall have the right, in its sole and absolute discretion, to cause the Property to be sold either as a whole or in separate lots or parcels or items as Lender shall determine, and in such order as Lender may determine, and if Lender elects more than one sale or other disposition of the Property, Lender at its option may cause the sales to be conducted simultaneously or successively, on the same day or at different days or times and in such order as Lender may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Mortgage on any part of the Property not then sold until all the Indebtedness has been paid. If Lender elects to dispose of the Property through more than one sale, Mortgagor shall pay the Costs incurred with each such sale and proceeding. At any such sale, Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Secured Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Loan Documents.

6.7 **Waiver of Order of Sale and Marshaling.** Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any of the remedies provided herein. To the fullest extent permitted by law, Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires an interest in the Property and who has actual or constructive notice hereof, waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage.

6.8 **Costs.** All Costs incurred by Lender in the exercise of any right or remedy under this Mortgage: (i) shall be immediately due and payable on demand; (ii) shall accrue interest under the Loan Agreement from the date of expenditure by Lender; and (iii) shall be added to the Indebtedness secured by this Mortgage and the other Loan Documents and are prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage. This Section 6.8 shall apply whether or not the sum was expended or the cost or expense incurred while there is an Event of Default.

6.9 **Expenses.** Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Property shall be borne by Mortgagor and shall include Lender's Attorney Fees. Mortgagor, upon demand of Lender shall assemble the Property and make it available to Lender at the Property, a place which is deemed to be reasonably convenient to Lender and Mortgagor. Lender shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Property

or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Mortgagor in the manner provided for the mailing of notices herein is deemed to be reasonable notice to Mortgagor.

6.10 Expenses during Redemption Period. The purchaser at any foreclosure sale hereunder may, during any redemption period under applicable law, make such repairs and take such actions on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insurance of the Property. All sums expended by the purchaser in the exercise of any such right or remedy and all reasonable costs and expenses so incurred, together with interest thereon as provided in the Loan Agreement from the date of expenditure are Costs and shall be added to the amount required to be paid for the redemption from such sale.

6.11 Additional Provisions as to Remedies. No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Mortgagor shall affect the lien and security interest created by this Mortgage and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender may resort to any security given by this Mortgage or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. If Lender has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Mortgagor and Lender shall be restored to their former positions and rights under the Loan Documents with respect to the Property, subject to the lien and security interest hereof.

6.12 Waiver of Rights and Defenses. To the fullest extent Mortgagor may do so under applicable law, Mortgagor (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisal, valuation, stay, extension, moratorium, redemption, rescission, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisal, rescission, set-off, notice of intention to mature or declare due the whole of the Indebtedness, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the liens and security interests created under the Loan Documents; (c) shall not be relieved of its obligation to pay the Indebtedness as required in the Loan Documents nor shall the lien or priority of the Loan Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Loan Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, (i) Lender may release any person liable for payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness, and (ii) any of the provisions of the Loan Documents may be modified without impairing or affecting the lien, security interest, or the priority of the modified Loan Documents as security for the Indebtedness over any such subordinate lien, security interest, encumbrance, right, title, or interest.

6.13 Cross Default and Cross Collateralization. As part consideration for the making of the Loan, and as an inducement to Lender to make the Loan, Mortgagor does hereby cross-default the Note, this Security Instrument, and the Loan Documents with the Note, the Security Instruments and all other loan documents executed in connection with the Note and the Security Instruments. Accordingly, any default or event of default under the Note, shall, at Lender's option, also constitute an Event of Default under the Note, the Security Instruments and the Loan Documents. Upon any default under the Loan, Lender shall be entitled to pursue its remedies with respect to Loan and all of the security therefor.

ARTICLE 7
ADDITIONAL TERMS

7.1 **No Waiver.** No failure or delay by Lender to insist upon strict, full and complete payment when due of any portion of the Indebtedness, or to insist upon the performance of any Secured Obligation when due, or to exercise any right or remedy hereunder shall constitute a waiver of any such failure to pay, or waiver of the breach of any such Secured Obligation, or a waiver of the later exercise of such right or remedy.

7.2 **Notices.** All notices or other written communications hereunder between Mortgagor and Lender shall be given as provided in the Loan Agreement.

7.3 **Joinder of Foreclosure.** Should Lender hold any other or additional security for the performance of the Secured Obligations, its sale or foreclosure upon any Event of Default, in Lender's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure under this Mortgage.

7.4 **Governing Law.** Mortgagor agrees that the Note and the other Loan Documents shall be construed, enforced and otherwise governed exclusively by the laws of the State of Washington (without regard to principles of conflict laws) except with respect to the Indemnity Agreements (as defined in the Loan Agreement) and for matters relating to the validity and enforcement of this Mortgage and the other Security Instruments, which shall be governed by the laws of the State in which the encumbered Property is located. Mortgagor agrees that to the fullest extent permitted by law, Idaho law shall apply (i) to the creation, perfection, priority, enforcement and foreclosure of liens under this Mortgage, (ii) to Lender's right to demand and sue Borrower for full payment of the Indebtedness secured by this Mortgage, and (iii) to actions, defenses and remedies including without limitation the existence and calculation of any deficiency judgment upon foreclosure of this Mortgage.

7.5 **Subordination.** At Lender's option evidenced by Lender's unilateral declaration to this effect, this Mortgage may be foreclosed subject to any or all Property Agreements or Leases and to any and all contracts of sale; provided that the lien of this Mortgage and Lender's rights to any proceeds and Net Proceeds for any Casualty or Taking shall remain prior.

7.6 **Waiver of Right to Trial by Jury.** Mortgagor waives, to the fullest extent allowed by law, the right to a jury trial in any action under or relating to the Loan Documents, all as provided in the Loan Agreement.

7.7 **Successors and Assigns.** This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

7.8 **Defense of Title and Rights under Documents.** Mortgagor shall forever warrant, defend and preserve Mortgagor's title to the Property, the validity, enforceability and priority of this Mortgage and the other Loan Documents and the lien or security interest created thereby, and any rights of Lender under the Loan Documents against the claims of all persons, and shall promptly notify Lender of any such claims. Lender is authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such proceeding or the protection of the lien, security interest, validity, enforceability, or priority of the Loan Documents, title to or value of the Property, or any rights of Lender under the Loan Documents. Mortgagor authorizes Lender to take any actions required to be taken by Mortgagor, or permitted to be taken by Lender, in the Loan Documents in the name and on behalf of Mortgagor. Lender, without notice to or demand upon Mortgagor, and without waiving or releasing any Secured Obligation, Default or Event of Default, may (but shall not be obligated to) make such payment or perform such act for the account and at the expense of Mortgagor, and Mortgagor shall reimburse Lender on demand for all expenses (including attorneys' fees and costs of recovery) incurred by it in connection with the foregoing. All such expenses of Lender, until reimbursed by Mortgagor, are Costs, shall be part of the Secured Obligations, shall bear interest from the date of demand at the Default Rate, and shall be secured by this Mortgage.

7.9 **Joint and Several Liability.** The liability of each Mortgagor and each general partner of a Mortgagor is joint and several with respect to all obligations under this Mortgage.

7.10 **Execution in Counterparts.** This Mortgage may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage may be detached from any counterpart of this Mortgage without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Mortgage identical in form hereto but having attached to it one or more additional signature pages.

7.11 **Severability.** If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and such deletion shall in no way affect the validity of the affected document.

7.12 **Certain Obligations Unsecured.** Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Mortgage shall not secure the following obligations (the "*Unsecured Obligations*"): (a) any obligation evidenced by or arising under the Indemnity Agreement; (b) any other obligation in this Mortgage or in any of the other Loan Documents to the extent that such other obligation relates specifically to the presence on the Property of Hazardous Materials (as defined in the Indemnity Agreement) and is the same or has the same effect as any of the obligations evidenced by or arising under the Indemnity Agreement; or (c) any other obligation under the Loan Documents to the extent that such other obligation expressly states that it is not secured by this Mortgage. Any Event of Default under the Indemnity Agreement with respect to the Unsecured Obligations is an Event of Default under this Mortgage, notwithstanding the fact that the Unsecured Obligations are not secured by this Mortgage. Nothing in this Section shall, in itself, impair or limit Lender's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all Secured Obligations.

7.13 **Recording in Two Counties.** This Mortgage is being executed in duplicate originals for simultaneous recording in both Clark County and Jefferson County. The duplicates together constitute a single instrument. Lender may cause a foreclosure sale or file an action to enforce any right or remedy under this Mortgage or applicable law as to all the Property, whether located in Clark County or Jefferson County, in either County, in Lender's sole and absolute discretion. Mortgagor consents to venue and jurisdiction in either County.

7.14 **Other Security Instruments.**

(a) **Foreclosure with Other Security Instruments: Venue.** This Mortgage is being recorded simultaneously with the Other Security Instruments. Lender, in its sole and absolute discretion, may cause a foreclosure sale or file an action to enforce any right or remedy under this Mortgage and the Other Security Instruments, or any of them, in any County or State in which property is located that is encumbered by this Mortgage or the Other Security Instruments, as to all of such properties or any of them. Mortgagor consents to venue and jurisdiction in any County and State, at Lender's sole and absolute discretion, in which any property is located that is encumbered by this Mortgage or the Other Security Instruments.

(b) **Lender Can Sell as Whole or Separate Lots.** In connection with any foreclosure of this Mortgage, Mortgagor agrees that Lender may, in its sole and absolute discretion, designate the order in which the Property or any other property encumbered by the Other Security Instruments shall be offered for sale or sold through a single sale or through two or more successive sales, or in any other manner Lender deems to be in its best interests. Mortgagor hereby waives any right or interest it may have to (i) have the Property or any other property encumbered by the Other Security Instruments sold as

a whole or in separate lots and/or (ii) dictate the order or priority of sale of any Property or any other property encumbered by the Other Security Instruments.

- (c) Waiver of Order of Sale and Marshaling. Lender, in its sole and absolute discretion, has the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any remedies provided herein. To the fullest extent permitted by law, Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof, hereby waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property, or any other property encumbered by the Other Security Instruments, will be sold in the event of any sale under this Mortgage.

ARTICLE 8

STATE-SPECIFIC PROVISIONS

In the event of any inconsistencies between the terms and conditions of this Article 8 and the other terms and conditions of this Mortgage, the terms and conditions of this Article 8 shall control and be binding.

- (a) Notwithstanding anything to the contrary contained herein, the definition of "Loan Documents" set forth in Section 1.1 of this Mortgage shall exclude the Indemnity Agreement.
- (b) The Property includes, and this Mortgage covers, goods that are or are to become Fixtures to the real property described herein. It is intended that, as to those goods and the proceeds thereof, this Mortgage shall be effective as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code from the date of its recording in the real property records of the county in which the Property is located. For purposes of this filing, Mortgagor is the debtor and Lender is the secured party. Mortgagor is the record owner of the Land. The Land is described in the attached Exhibit A. The name and mailing address of Mortgagor, as debtor, and name and mailing address of Lender, as secured party, are as set forth in the initial paragraph of this Mortgage. The name provided as the name of the debtor is the name of an organization. Until the lien of this Mortgage is released or satisfied of record, Mortgagor hereby authorizes Lender to file and/or record any financing statements, amendments or other instruments which Lender from time to time may reasonably require to perfect, continue or enforce the security interest of Lender hereunder or the priority thereof. On demand, Mortgagor will promptly pay all costs and expenses of filing such instruments and all costs and expenses of any searches reasonably required by Lender.

(The rest of this page is left blank intentionally.)

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

BROWN DELTA II, LLC,
an Idaho limited liability company

By: HAPPY VALLEY USA II, L.L.C.,
a Delaware limited liability company
Its: Sole Member

By: HOMESTEAD CAPITAL USA FARMLAND FUND II,
L.P., a Delaware limited partnership
Its: Managing Member

By: HOMESTEAD CAPITAL USA FARMLAND
FUND II GP, L.P., a Delaware limited
partnership
Its: General Partner

By: HOMESTEAD CAPITAL USA
FARMLAND FUND II UGP, LLC,
a Delaware limited liability company
Its: General Partner

By: Patrick Trainor
Name: Patrick Trainor
Its: Authorized Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Francisco

) ss.

On August 30, 2023, before me, Richard M. Lam : **NOTARY PUBLIC**, (here insert name and title of the officer), personally appeared Patrick Trainor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.

Signature (Seal)

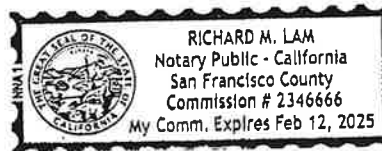


EXHIBIT A
(Legal Description of the Land)

The Land is located in Clark and Jefferson County, Idaho, and is legally described as follows:

Clark County

PARCEL 1

That portion of the South Half of Section 9 in Township 9 North, Range 35 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section Line and East 2569.76 feet from the Southwest corner of said Section 9, and running;
Thence North 03°29'51" East, 97.53 feet;
Thence South 86°30'09" East, 375.00 feet;
Thence South 03°29'51" West, 97.53 feet;
Thence North 86°30'09" West, 375.00 feet to the POINT OF BEGINNING.

PARCEL 2

That portion of the South Half of Section 9 in Township 9 North, Range 35, East Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section line and East, 2569.76 feet from the Southwest corner of said section 9, and running;
Thence South 86°30'09" East, 375.00 feet;
Thence South 03°29'51" West, 145.00 feet;
Thence North 86°30'09" West, 375.00 feet;
Thence North 03°29'51" East, 145.00 feet to the POINT OF BEGINNING.

PARCEL 3

That portion of the Southwest Quarter of the Southwest Quarter lying west of the easterly poles of the existing power line. Also, the Southerly 495 feet of the Northwest Quarter of the Southwest Quarter lying West of the easterly poles of the existing power lines all in Section 13 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 4

The South Half of the Southeast Quarter and the Southerly 495 feet of the North Half of the Southeast Quarter, all in Section 14 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 5

The Northeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 6

The Southeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 7

The portion of the West Half lying west of the Easterly poles of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 8

That portion of the Southwest Quarter lying East of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 9

Government Lots 3 and 4, also the West Half of the Southeast Quarter of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 10

Government Lots 1, 2 and 3, also the West Half of the East Half; and the West Half of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 11

Government Lot 4 of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.
EXCEPTING THEREFROM:

Commencing at the Southeast corner of said Section 25;

Thence West a distance of approximately 1760.00 feet, more or less, along the South boundary line of Section 25 to a point where a fence line crosses the South Boundary line of said section;

Thence following the fence line in a Northeast direction to a point on the East boundary line of Section 25 a distance of approximately 700 feet, more or less, North of the Southeast corner of Section 25; Thence South along the East boundary line of Section 25 to the Southeast corner of Section 25, and the POINT OF BEGINNING.

PARCEL 12

All of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 13

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 14

The East Half of Section 27 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

A parcel of land lying in the East Half of Section 27, Township 9 North, Range 36 East, of the Boise Meridian, Clark County, Idaho, described as follows:

BEGINNING at the North Quarter corner of said Section 27;

Thence South $89^{\circ}53'41''$ East, 511.98 feet;

Thence South $07^{\circ}59'03''$ West, 348.53 feet;

Thence South $43^{\circ}35'50''$ West 352.43 feet;

Thence South $73^{\circ}42'45''$ West, 228.32 feet;

Thence North $00^{\circ}07'08''$ East, 665.37 feet to the POINT OF BEGINNING.

PARCEL 15

That portion of the Northwest Quarter of the Northeast Quarter of Section 28 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North 89°49'00" West, along the Section line 1135.56 feet to the Westerly right-of-way line of the Union Pacific Railroad from the Northeast corner of said Section 28;

Thence North 89°49'00" West, 1511.42 feet;

Thence South 00°00'40" East, 1321.74 feet;

Thence South 89°49'42" East, 1593.89 feet to the Westerly right of way line of said Railroad; Thence North 03°34'54" West, along said Railroad right-of-way 1324.26 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the Northeast Quarter of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

BEGINNING at a point on the West right-of-way line of the Union Pacific Railroad and the South line of a county road that is North 89°55'48" West, 1135.67 feet along the North line of said Section 28 from the Northeast corner of said Section 28 and running;

Thence South 03°41'19" East, 1325.33 feet along said West right-of-way line to a point on the South line of the North Half of the Northeast Quarter;

Thence North 89°54'00" West, 416.17 feet along said South line of the North Half of the Northeast Quarter;

Thence North 00°19'20" West, 526.61 feet;

Thence North 88°56'01" West, 17.03 feet;

Thence North 01°34'54" West, 40.69 feet;

Thence North 87°24'18" East, 16.50 feet;

Thence North 01°15'43" West, 38.23 feet;

Thence North 89°11'36" West, 6.32 feet;

Thence North 00°20'38" East, 715.64 feet to the North line of said Section 28 and also the South line of the county road;

Thence South 89°55'48" East, 338.41 feet along the section line and the South line of the county road to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Northwest Quarter of the Northeast Quarter and a portion of Government Lot 1 of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as follows:

COMMENCING at the Northeast corner of said Section 28;

Thence North 89°56'10" West, 1473.97 feet, along the North line of Section 28, to the POINT OF BEGINNING;

Thence South 00°20'56" West, 715.56 feet;

Thence South 89°11'47" East, 6.32 feet;

Thence South 01°15'54" East, 38.23 feet;

Thence South 87°24'07" West, 16.50 feet;

Thence South 01°35'05" East, 40.69 feet;

Thence South 88°56'12" East, 17.03 feet;

Thence South 00°21'09" East, 526.63 feet;

Thence South 89°53'54" East, 416.13 feet to the West right-of-way line of the Union Pacific Railroad;

Thence South 03°41'56" East, 550.83 feet along said railroad right-of-way;

Thence North 89°55'05" West, 533.19 feet;

Thence North 00°09'03" West, 174.96 feet;
Thence North 89°55'24" West, 594.96 feet;
Thence North 00°06'55" West, 375.10 feet;
Thence North 89°55'15" West, 350.04 feet;
Thence North 00°07'34" West, 1321.69 feet to the North line of said Section 28;
Thence South 89°56'10" East, 1022.93 feet along said North line to the POINT OF BEGINNING.

PARCEL 16

That portion of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North 203.92 feet along the Section line and North 89°23'13" West, 2550.87 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, and running;

Thence North 89°23'13" West, 608.50 feet;
Thence North 00°36'47" East, 330.00 feet;
Thence South 89°23'13" East, 608.50 feet;
Thence South 00°36'47" West, 333.00 feet to the POINT OF BEGINNING.

Parcel 16A

Together with a 30 foot wide access easement lying 15 feet each side of the following described centerline: BEGINNING at a point that is North 995.30 feet along the Section line and North 89°05'25" West, 413.20 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, said POINT OF BEGINNING being on the centerline of a North-South county road; and running;

Thence North 89°05'25" West, 2189.30 feet;
Thence South 00°36'47" West, 571.84 feet to a point on the North side of the Cellar Parcel.

PARCEL 17

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PARCEL 18

The Northeast Quarter of Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter lying east of Railroad right-of-way.

PARCEL 19

The Northeast Quarter lying east of Railroad right-of-way, Section 33, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter of the Northeast Quarter lying east of Railroad right-of-way.

PARCEL 20

The East Half of the Southeast Quarter lying East of the Railroad in Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 21

All of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The North Half of the Northwest Quarter of Section 34, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 22

The West Half of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 23

That portion of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

COMMENCING at the Southeast corner of said Section 34;
Thence North 89°59'01" West, 463.89 feet, to the POINT OF BEGINNING;
Thence North 89°59'02" West, 196.00 feet;
Thence North 00°07'25" West, 1313.37 feet;
Thence South 89°52'19" East, 196.00 feet;
Thence South 00°07'26" East, 1312.99 feet to the POINT OF BEGINNING.

PARCEL 24

All of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 130 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

South 330 feet of the South Half of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

FURTHER EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 25

The Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 26

The North 200 feet of the South 330 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 27

Government Lots 3 and 4, of Section 19, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 28

Government Lot 1 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 29

Government Lots 2 and 3 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Jefferson County

PARCEL 30

Government Lot 4; and the Southwest Quarter of the Northwest Quarter, also the West Half of the Southwest Quarter of Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the West Half of the West Half of said Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 31

All of Section 3, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 32

The East Half of the East Half lying East of the Railroad right-of-way in Section 4, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 33

The East Half of the East Half lying East of the Railroad right-of-way in Section 9, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 34

All of Section 10, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 35

The South Half of the Section along with the West Half of the Northwest Quarter of Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the Northwest Quarter of the Northwest Quarter of said Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 36

The Southwest Quarter of the Section along with the West Half of the Southeast Quarter of Section 12, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 37

That portion of the West Half of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

BEGINNING at the Southwest corner;

Thence East, 1450 feet;

Thence North, 2790 feet;

Thence West, 100 feet;

Thence North, 575 feet;

Thence East, 100 feet;

Thence North, 1915 feet to the North line of Section 13;

Thence West, 1450 feet along the North line to the Northwest corner of Section 13,

Thence South along the West line of Section 13, 5280 feet to the Southwest corner of Section 13, and the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

Commencing at the Southwest Corner of Said Section 13;

Thence South $89^{\circ}56'48''$ East, 1450 feet along the Section line;

Thence North $00^{\circ}17'48''$ East, 2379.37 feet to the POINT OF BEGINNING;

Thence North $50^{\circ}06'13''$ West, 181.45 feet;

Thence North $35^{\circ}23'19''$ West, 233.46 feet;

Thence North $23^{\circ}09'28''$ West, 193.24 feet to the edge of an existing driveway; Thence along said driveway edge the following three (3) courses:

1. North $00^{\circ}17'13''$ East, 317.25 feet;

2. North $07^{\circ}56'22''$ East, 256.13 feet;

3. North $05^{\circ}34'30''$ East, 51.90 feet;

Thence North $31^{\circ}18'07''$ East, 241.16 feet;

Thence North $47^{\circ}15'32''$ East, 259.79 feet;

Thence South $00^{\circ}17'48''$ West, 477.93 feet;

Thence North $89^{\circ}42'12''$ West, 100 feet;

Thence South $00^{\circ}17'48''$ West, 579.41 feet;

Thence South $89^{\circ}42'12''$ East, 100 feet;

Thence South $00^{\circ}17'48''$ West, 432.02 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Southwest Quarter of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

COMMENCING at the Southwest corner of said Section 13;

Thence South $89^{\circ}56'48''$ East, 1355.29 feet along the section line to the POINT OF BEGINNING;

Thence Northwesterly 424.83 feet along a curve, to the right, curve data (radius = 2387.61 feet, delta = 10°11'41"), chord bears North 12°46'47" West, 424.27 feet;
Thence North 00°02'33" West 500.28 feet to a point of a curve;
Thence northeasterly 698.96 feet along said curve, to the right, curve data (radius = 2072.54 feet, delta = 19°19'22"), chord bears North 16°27'38" East, 695.65 feet;
Thence South 00°17'48" West, 1581.29 feet to the Section line;
Thence North 89°56'48" West, 94.71 feet along said Section line to the POINT OF BEGINNING.

PARCEL 38

All of Section 14, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 39

All of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPT Part of the South Half of the Southeast Quarter of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as:

COMMENCING at the Southeast corner of Section 15, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description; Thence South 89°31'03" West, 1,696.02 feet;
Thence North 00°28'57" West, 268.21 feet to the POINT OF BEGINNING.

Thence South 89°28'31" East, 719.74 feet, parallel with and 100.00 feet northerly of the North line of said potato cellar;

Thence South 00°27'34" West, 190.90 feet, parallel with and 200.00 feet easterly of the East line of said potato cellar;

Thence South 89°57'13" West 719.77 feet to the POINT OF BEGINNING.

ALSO Except: An ingress/egress easement being described as 12.50 feet both sides of the following described centerline:

Commencing at the Southeast corner of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description;

Thence South 89°31'03" West 925.34 feet to the POINT OF BEGINNING;

Thence North 00°28'57" West 318.98 feet;

Thence North 89°32'26" West 50.00 feet to the point of terminus, said point being on the East line of the above described parcel.

ALSO Except: Any portion lying South of the County road.

PARCEL 40

INTENTIONALLY DELETED

PARCEL 41

Blocks J, O, Lots 1 through 17 in Block K and Block 22 in Amended Camas Townsite, together with vacated streets and alleys adjacent thereto as set forth in Ordinance #10-04, recorded October 26, 2010, as Instrument No. 387696, Jefferson County, Idaho.

EXCEPTING THEREFROM:

Part of Lots 1 through 17 of Block 22 and the vacated portions of 4th Street, West Park Street and the alley of said block being in the Amended Camas Townsite being in the Northeast Quarter of the Southeast Quarter of Section 21, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 21;
Thence North 00°11'54" East, 1882.55 feet along the East line of said Section to the intersection of said East line and the centerline of 4th Street of the Amended Camas Townsite;
Thence North 89°05'06" West, 506.07 feet along said centerline to the intersection of said 4th Street and West Park Street, said point being the POINT OF BEGINNING and being marked by a ½" iron rod with plastic cap stamped HLE PLS 12222,
Thence South 02°38'18" West, 415.33 feet along the centerline of said West Park Street to the centerline of Camas Creek, said point being witnessed by a ½" iron rod with plastic cap stamped HLE PLS 12222 which bears North 02°38'18" East, 50.46 feet;
Thence along the centerline of said Camas Creek the following 2 courses:
1. South 46°15'17" West, 26.13 feet;
2. South 62°33'00" West, 79.13 feet to a point being witnessed by a ½" iron rod with Plastic cap stamped HLE PLS 12222 which bears North 09°34'28" East 52.59 feet;
Thence North 09°34'28" East, 476.53 feet to the centerline of said 4th Street;
Thence South 89°05'06" East, 28.96 feet along said centerline to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

Any portion of Lots 7 and 18 in Block K which lie inside of Warranty Deed recorded October 29, 2010, as Instrument No. 387807 for the Camas Feedlot and as shown on Survey recorded April 19, 2012, as Instrument No. 397282.

PARCEL 42

The East Half of the East Half of Section 22, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

ALSO INCLUDING:

The West Half of the West Half of Section 23, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXHIBIT B

Schedule of Specific Water Rights

“Water Rights” includes the following:

31-7610B	31-11916	31-7034AC	31-11926
31-7615B	31-7620A	31-11996	31-11924
31-7620B	31-7622A	31-7034V	31-11928
31-7621B	31-7629	31-2301A	31-11918
31-7635B	31-7606	31-7034AB	31-7220C
31-7622B	31-7052P	31-2301A	31-11991
31-7638B	31-7609	31-7034AB	31-7439B
31-7618B	31-7611	31-12108	31-7034AE
31-7369G	31-7369E	31-12128	31-7635A
31-7034AG	31-11800	31-11792	31-7220D
31-7612B	31-11802	31-11798	31-11997
31-7368D	31-11804	31-11794	31-11793
31-4621B	31-7034AD	31-11796	31-11912
31-11992	31-7034W	31-11913	31-11791
31-11781	31-11911	31-11915	31-11990
31-11785	31-7369F	31-2374B	31-11797
31-11783	31-11931	31-12150	31-11795
31-2271	31-11927	31-2365E	31-11995
31-12310	31-7610A	31-2405B	31-11910
31-7024D	31-7612A	31-7177B	31-11993
31-12098	31-7638A	31-7044B	31-7370F
31-2335B	31-7621A	31-11925	31-7672B
31-7293F	31-11923	31-7034Z	31-7651
31-7015D	31-11929	31-7034X	31-12343
31-7293H	31-11779	31-7627A	31-12344
31-7015C	31-12038	31-11922	31-12081
31-7037B	31-11739	31-11914	31-12358
31-7615A	31-12086	31-11930	31-12320
31-7618A	31-7034AF	31-11920	

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Microfile No. 59359
11 Day Sep 23
At 03 O'Clock 53 PM
Clark Co. Recorder Camille Messick
Fee \$45.00
AL Deputy
Recorded at Request of
Chicago Title Kennewick Title - 6416 W. Okanogan Ave. WA

INSTRUMENT PREPARED / RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL TO:

Callan C. Kanev
Jameson Pepple Cantu PLLC
801 Second Avenue, Suite 700
Seattle, Washington 98104

Alliance Title & Escrow 641262

62242301271- Chicago Title

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Prudential Loan No. 717612366; Shelf Facility No. 91678

THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS HAS BEEN PREPARED IN DUPLICATE ORIGINAL COPIES TO PERMIT SIMULTANEOUS RECORDING IN CLARK AND JEFFERSON COUNTIES, IDAHO, BUT ALL DUPLICATE ORIGINALS, TAKEN TOGETHER, CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

**MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING
WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

This MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "*Mortgage*") dated September 11, 2023 is made by BROWN DELTA II, LLC, an Idaho limited liability company (referred to herein as "*Mortgagor*") as mortgagor, having a mailing address at One Embarcadero Center, Suite 3860, San Francisco, CA 94111, to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (together with its successors and assigns, "*Lender*"), as mortgagee, having offices at c/o Loan Services, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan No. 717612366; Shelf Facility No. 91678.

WITNESSETH:

MORTGAGOR HEREBY MORTGAGES to Lender all of Mortgagor's right, title and interest now owned or later acquired in and to the Property for the purpose of securing, in such order of priority as Lender may determine, payment of the Indebtedness and performance of the Secured Obligations.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS, AMONG OTHER THINGS, GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED AND IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF CLARK AND JEFFERSON COUNTIES, IDAHO AS BOTH A MORTGAGE OF REAL PROPERTY AND AS A FIXTURE FINANCING STATEMENT UNDER THE IDAHO UNIFORM COMMERCIAL CODE. MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A ATTACHED HERETO. FOR THESE PURPOSES, THE MORTGAGOR IS THE DEBTOR AND THE LENDER IS THE SECURED PARTY. THE ADDRESSES OF THE MORTGAGOR AND THE LENDER ARE IN THE FIRST PARAGRAPH ON PAGE ONE OF THIS MORTGAGE.

ARTICLE 1 **DEFINITIONS**

1.1 Defined Terms.

As used in this Mortgage, and in addition to the definitions in the Recitals and elsewhere in this Mortgage, the following terms have the following meanings.

"Borrower" means individually and together, Mortgagor, GREEN ALPHA II, LLC, an Oregon limited liability company, PURPLE ALPHA II, LLC, a Louisiana limited liability company, WHITE CHARLIE II, LLC, a Washington limited liability company, WHITE DELTA II, LLC, a Washington limited liability company, YELLOW JULIET II, LLC, a California limited liability company, HOMESTEAD CAPITAL USA FARMLAND FUND II, L.P., a Delaware limited partnership, and HOMESTEAD CAPITAL USA FARMLAND FUND II AIV, L.P., a Delaware limited partnership.

"Fixtures" means any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law.

"Improvements" means the following now or hereafter located on or used in connection with the Land: (i) all buildings, structures and other improvements, including, without limitation, all sheds, warehouses, storage facilities and other buildings; (ii) all Fixtures; (iii) all irrigation and drainage equipment including, without limitation, wells, well casings, pumps, booster pumps, motors, engines, gearheads, sand filters, pivots, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, culverts and ponds; (iv) all enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire; (v) all crop protection equipment and apparatus including, without limitation, frost protection equipment and wind machines; (vi) all grain storage and handling facilities and related equipment, scales, crop dryers, elevators, augers, conveyors, power units, fuel storage, electrical controls and testing equipment; (vii) all electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe; and (viii) all trees, nursery stock, vines and other permanent plantings, whether *fructus naturales* or *fructus industriales*, whether mature or immature, now or hereafter growing on the Land, together with all trellises, wires, end-posts, and stakes relating thereto.

"Indebtedness" is defined in the Loan Agreement and includes all amounts payable under the Note and any other amount due from Borrower under the Loan Documents other than Unsecured Obligations.

"Land" means the real property legally described on Exhibit A, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof.

"Laws and Restrictions" means all laws, regulations, orders, codes, ordinances, rules, statutes and policies, permits, licenses, certificates, restrictive covenants and other covenants relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Mortgagor.

"Lease" and **"Leases"** both mean any and all leases, rental agreements, farm leases, and other agreements providing for use or occupancy or other leasehold interests in the Property, including subleases and tenancies following attornment or other agreements providing for use or occupancy of the Property, now or hereafter affecting or covering any part of the Property, including all guaranties thereof any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land, and all right, title and interest of Mortgagor in and to property of any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance rentals and deposits or payments of a similar nature under any such agreement or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments).

"Loan Agreement" means the Loan Agreement between Borrower and Lender having the same date as this Mortgage, as amended, restated, replaced, supplemented or otherwise modified from time to time.

"Loan Documents" is defined in the Loan Agreement and includes the Note, the Loan Agreement, this Mortgage, and all other documents evidencing, securing or relating to the Loan evidenced by the Note. However, no Unsecured Obligation is secured by this Mortgage.

"Note" and **"Notes"** both mean (i) the Promissory Note ("**Note 1**") evidencing Loan No. 717612366 in the original principal amount of TWENTY-SIX MILLION FOUR HUNDRED THOUSAND and no/100 DOLLARS (\$26,400,000.00), (ii) when made, each Shelf Note (as defined in the Loan Agreement), and (iii) all modifications, renewals, extensions and replacements thereof.

"Other Security Instrument" and **"Other Security Instruments"** means, individually and together, each of the following instruments, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time:

- (i) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated on or about the same as this Mortgage executed by Green Alpha II, LLC, an Oregon limited liability company, as trustor, in favor of Lender, as beneficiary, recorded in Malheur County, Oregon (the "**Oregon Deed of Trust**").
- (ii) Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement dated on or about the same as this Mortgage executed by Purple Alpha II, LLC, a Louisiana limited liability company, as mortgagor, in favor of Lender, as mortgagee, recorded in East Carroll Parish ("**Louisiana Mortgage**").

- (iii) Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated on or about the same as this Mortgage executed by White Charlie II, LLC, a Washington limited liability company, and White Delta II, LLC, a Washington limited liability company, individually and together, as mortgagor, in favor of Lender, as mortgagee, recorded in Adams and Grant Counties, Washington (the "*Washington Mortgage*").
- (iv) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated on or about the same as this Mortgage executed by Yellow Juliet II, LLC, a California limited liability company, as trustor, in favor of Lender, as beneficiary, recorded in Monterey County, California (the "*California Deed of Trust*").

"**Permitted Exceptions**" means those title exceptions set forth in the title insurance policy issued in favor of Lender that insures the priority of this Mortgage and each Lease permitted under the Loan Agreement.

"**Property**" means all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) The Land, Improvements, Leases, Property Agreements, Rents and Proceeds, and Water Rights.
- (b) All trademarks, service marks, designs, logos, names or similar identifications pertaining to the Land or under which the Property may be known or operated, whether registered or unregistered, and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property.
- (c) All building materials, equipment, work in process and other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or the Improvements.
- (d) All accounts and general intangibles (as such terms are defined in Article 9 of the Uniform Commercial Code) arising out of or incident to the ownership, development or operation of the Land and Improvements and/or other Property, and all other tangible and intangible property and rights relating to the Land and Improvements and/or other Property or the operation thereof, or to be used in connection with the Land and Improvements and/or other Property.
- (e) All insurance policies pertaining to the Land and the Improvements, and all proceeds, including all claims to and demands for them, from the voluntary or involuntary conversion of any of the Land, Improvements or the other Property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding.
- (f) All claims and causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact and all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property.
- (g) All products and proceeds of all of the foregoing.

Notwithstanding the foregoing or any other provision in this Mortgage or the other Loan Documents, "Property" does not include:

- (A) Vehicles, rolling stock, farm machinery (including tractors, combines and other farm machinery), or any other "equipment," as defined in Article 9 of the Uniform Commercial Code, that is not part of the Improvements; or
- (B) portable irrigation motors on wheels customarily towed by a motorized vehicle; or
- (C) any mobile or manufactured home that may be located on the Land; or

- (D) crops grown on the Land.
- (E) annual crops (*i.e.*, crops not grown on permanent plantings).

"Property Agreements" means any and all agreements related to the development, ownership, management or operation of the Land, its Improvements, Leases, and other Property, including licenses, reports, surveys, studies, development agreements, maintenance or management agreements, agreements regarding water, governmental authorizations, approvals and permits, as the same may be amended or otherwise modified, restated or newly entered into from time to time.

"Receiver" means any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

"Rents and Proceeds" means all rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Land, the Property, or any interest therein) and other income and receipts from the Property, whether now due or which may become due or to which Mortgagor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any Lease, license, bill of sale or deed, Property Agreement or from or out of the Land, or any part thereof, including but not limited to any and all rights and claims of any kind Mortgagor may have against any lessee or subtenant, occupant or licensee of the Land or the Improvements, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land and all claims as a creditor in connection with any of the foregoing).

"Secured Obligations" means: (i) the due and punctual payment of the present and future Indebtedness by Borrower and Mortgagor; (ii) the performance of any and all other present and future obligations of Borrower and Mortgagor to Lender under the Loan Documents other than the Unsecured Obligations; and (iii) all future supplemental or additional loans, future advances or extensions of credit by Lender or its affiliate, and all other future financial obligations incurred by Borrower and Mortgagor in favor of Lender or its affiliate, which by their express terms are secured by this Mortgage.

"Unsecured Obligation" is defined in Section 7.12 of this Mortgage.

"Water Law" means all laws, statutes, rules, regulations, ordinances, groundwater sustainability or management plans, judicial and administrative decisions, court decrees and orders, and other governmental requirements, whether federal, state or local, governing or relating to the control, appropriation, use, conveyance, development or distribution of water of any kind or the rights thereto.

"Water Rights" means all of Mortgagor's right, title and interest in all water (including any water inventory in storage), water rights and entitlements, other rights to water and to receive water, and water rights of every other kind or nature, that serve the Land, including, without limitation, stock in a ditch or canal company, stored water, groundwater, surface water, riparian rights, drainage rights, and all rights to obtain water from governmental water district and non-governmental water companies. The Water Rights include, without limitation, all of Mortgagor's right, title and interest in the water, water rights and entitlements and other rights described under "Water Rights" in the attached Exhibit B which is incorporated herein by reference.

1.2 Other Definitions. Capitalized terms used but not defined in this Mortgage are defined in the Loan Agreement.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants to Lender as follows, which representations and warranties shall be true as of the date of this Mortgage and as of the date of each disbursement of the Loan:

2.1 **Authorization and Validity.** Mortgagor is the lawful owner of the Property and holds good and marketable title to the Property free and clear of all defects, mortgages, liens, encumbrances, easements, exceptions, assessments, security interests, claims and rights of others, except the Permitted Exceptions. Mortgagor has the power and authority to mortgage the Property as provided in and by this Mortgage, to own and operate the Property, and to execute, deliver, and perform the obligations under the Loan Documents. Mortgagor is in compliance with all Laws and Restrictions.

2.2 **Additional Representations and Warranties.** (a) The Property is used principally or primarily for agricultural purposes. (b) All costs for labor and materials for the construction of the Improvements have been paid in full. (c) This Mortgage secures an obligation incurred exclusively for commercial, business or investment purposes and Mortgagor warrants to Lender that the Loan proceeds shall be used exclusively for commercial, business or investment purposes. (d) All public roads and streets necessary to serve the Property and its Improvements have been completed, are serviceable, and have been dedicated and formally accepted by the appropriate governmental entities. (e) Except as disclosed to Lender in writing in connection with the Loan closing, there is no personal residence located on the Land. (f) The Property is assessed for real estate tax purposes as one or more wholly independent tax lots, separate from any adjoining land or improvements, and no other land or improvements are assessed and taxed together with the Property.

2.3 **Water Rights.**

- (a) The Land has, and to the best of Mortgagor's knowledge will continue to have, the continuing, enforceable Water Rights to receive irrigation water without interruption from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming in such quantities and at such times and locations as has been historically available to the Land, without any currently pending or, to Mortgagor's best knowledge, threatened interruption. Mortgagor has duly filed all notices and other documents required under the laws of the State of Idaho in connection with Water Rights and the supply and use of water on the Land. All water rights certificates and permits for the appropriation and use of surface water and groundwater for the Land, and any shares in a ditch or canal company owned by Mortgagor, have been duly issued, are owned solely by Mortgagor, and are in full force and effect and in good standing.
- (b) Except as previously disclosed in writing by Mortgagor to Lender, all irrigation, drainage and water control systems necessary or desirable to provide drainage, irrigation, and stock water to the Property are located within the boundaries of the Property or are available via non-terminable easements benefiting the Property.
- (c) (i) All water used in the irrigation and cultivation of crops on the Land is derived from wells located upon the Land; (ii) Mortgagor has filed with the Idaho Department of Water Resources all notices and other documents required under applicable Water Law in connection with such wells authorizing the existing use of the well water; (iii) Mortgagor is in compliance with any and all judicial or administrative decisions and groundwater sustainability or management plans affecting or relating to water derived from wells used on the Land; and (iv) to the best of Mortgagor's knowledge, all water drawn from such wells is percolated groundwater and not water deemed to be surface water under applicable law, and Mortgagor possesses valid and enforceable overlying groundwater rights sufficient to permit the extraction and use of all such water by Mortgagor.
- (d) 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, or any rule or regulation promulgated thereunder.

2.4 **Crop Patents and Trademarks.** Each specimen and name of crops grown on the Land, now or in the future, are legally authorized, and no claim has been made or threatened by any person for patent,

trademark or any other intellectual property right infringement with respect to any such crops or their names.

ARTICLE 3 **COVENANTS**

Mortgagor covenants and agrees as follows:

3.1 **Insurance.** Mortgagor, at its sole cost and expense, will keep and maintain for the mutual benefit of Mortgagor and Lender the insurance required under the Loan Agreement. All of Mortgagor's right, title and interest in and to all policies of property insurance and any unearned premiums paid thereon are hereby assigned (to the fullest extent assignable) to Lender who shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale.

3.2 **Irrigation Water.**

(a) The Property will continue to have continuing, enforceable Water Rights to receive irrigation water from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming, without substantially increased cost, and in such quantities, and at such times and locations as has been historically available to the Land.

(b) Mortgagor shall timely take or cause to be taken such actions as shall be necessary to maintain all Water Rights and shall not materially decrease the entitlement under any Water Right without Lender's prior written consent.

(c) Mortgagor shall abide by the provisions of the rules and regulations of the water district and local drainage district in which the Land is located. Mortgagor covenants to immediately apply for all permits and approvals to adequately provide water for the Property in amounts and of such nature as shall be sufficient to allow the development, operation and maintenance of the agricultural operations on the Land and, once issued, will keep them in full force and effect.

3.3 **Restrictive Uses.** Mortgagor will not initiate, join in, or consent to any change in the current use of the Land or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Land or any part thereof or in any way change the boundaries of the Land (including without limitation, any agreed boundary line changes or lot line adjustments).

3.4 **Prohibited Transfers.** Mortgagor will not cause, suffer or permit any Transfer except as permitted under the Loan Agreement.

3.5 **Permitted Exceptions; Appurtenant Easements.** Mortgagor will timely perform all of the material covenants and other obligations made or owing by Mortgagor to any other person related to the Property, including, without limitation, the Permitted Exceptions and each easement that is appurtenant to the Land. Mortgagor shall keep the Property free from all liens and encumbrances, whether prior or subordinate to this Mortgage, other than the Permitted Exceptions and the lien of current real estate taxes and assessments that are not past due.

ARTICLE 4 **ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

4.1 **Assignment of Rents and Proceeds and Leases.** Mortgagor absolutely and unconditionally assigns and transfers to Lender: (a) the Leases; and (b) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Lender any and all rights and claims of any kind that Mortgagor may have against lessees under the Leases or account debtors, and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any obligation.

Mortgagor irrevocably appoints Lender its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Mortgagor or in the name of Lender, for all such Rents and Proceeds.

4.2 **Assignment of Property Agreements.** Mortgagor sells, assigns, transfers, sets over and delivers to Lender all of Mortgagor's right, title and interest in and to any and all Property Agreements. The foregoing assignment encompasses the right of Mortgagor to (a) terminate any of the Property Agreements, (b) perform or compel performance and otherwise exercise all remedies under the Property Agreements, and (c) collect and receive all sums which may become due Mortgagor or which Mortgagor may now or shall hereafter become entitled to demand or claim, under the Property Agreements.

4.3 **Revocable License.** So long as there is no Event of Default, Mortgagor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Mortgagor under the Property Agreements. If there is an Event of Default, Lender shall have the right, on written notice to Mortgagor, to terminate and revoke such license and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in Section 4.1 and Section 4.2 or by law or at equity.

4.4 **Non-Responsibility.** Lender's acceptance of the assignments in Section 4.1 and Section 4.2 and all the rights, powers, privileges and authority so granted shall not obligate Lender to assume any obligations in respect of the Rents and Proceeds or under the Property Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Property Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Mortgagor.

ARTICLE 5 **SECURITY AGREEMENT AND FIXTURE FILING**

5.1 **Fixture Filing.** This Mortgage constitutes a fixture filing with respect to all Fixtures included in the Property.

5.2 **Grant of Security Interest.** This Mortgage will be filed for record in the real property records of Clark County and Jefferson County, Idaho and constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Mortgage; and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Mortgagor as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Mortgage).

Mortgagor grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations.

5.3 **UCC Filing.** Mortgagor agrees to execute and deliver on demand and irrevocably constitutes and appoints Lender the attorney-in-fact of Mortgagor to execute, deliver and, if appropriate, file with the appropriate filing officer or office such instruments as Lender may request or require in order to impose, perfect or continue the perfection of the lien or security interest created by this Mortgage, all at Mortgagor's expense. Mortgagor authorizes Lender to file all documents Lender regards as necessary to evidence or perfect the security interests granted by this Mortgage and to continue or amend the same.

ARTICLE 6

REMEDIES

6.1 **Remedies.** If there is an Event of Default, Lender may at any time declare all of the Indebtedness to be due and payable without any further presentment, demand, protest or notice of any kind. Lender, in its sole discretion, may also do any of the following: (i) Lender may, in person or by agent, and without notice to Mortgagor, enter upon and take possession of the Property and exercise all rights and powers of Mortgagor with respect to the Property, either in the name of Mortgagor or Lender, and do any act which Lender deems necessary to preserve the value or marketability of the Property. (ii) Lender may sue for or otherwise collect the Rents and Proceeds, and apply them, less Costs incurred in their collection, against the Secured Obligations, all in such order as Lender may determine. (iii) Lender may appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Secured Obligations, the security hereof or the rights or powers of Lender. (iv) Lender may pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Lender is prior or superior to this Mortgage. (v) Lender may commence an action to foreclose this Mortgage in any manner provided hereunder or by law. (vi) With respect to any personal property, Lender may proceed as to both the real and personal property in accordance with Lender's rights and remedies in respect of the Land, or proceed to sell said personal property separately and without regard to the Land. (vii) Lender may seek specific performance of any provisions in the Loan Documents. (viii) Lender may, at its sole election, sue for and recover judgment on the Note either before, during or after any proceedings for the enforcement of the Loan Documents and without any requirement of any action being taken to realize on the Property or otherwise enforce the Loan Documents. (ix) Lender may exercise any other right or remedy available at law or in equity under this Mortgage, the other Loan Documents or any statute. In exercising any of the foregoing, Lender may pay necessary Costs. All remedies of Lender in this Mortgage are cumulative and in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Lender shall not cure or waive any Event of Default, or invalidate any act done pursuant to any notice of Default, or prejudice Lender in the exercise of any of its other rights under the Loan Documents.

6.2 **Appointment of Receiver.** In addition to the rights and remedies provided under this Mortgage, if there is an Event of Default, as a matter of strict right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value, adequacy or condition of the Property, the danger of loss, removal, or material injury to the Property, or the solvency of any Loan Party, or the condition of the Property, Lender may apply *ex parte* to any court having jurisdiction to appoint a Receiver without bond to enter upon and take possession of the Property. Mortgagor waives notice of any application for the appointment of a Receiver, provided a hearing to confirm such appointment with notice to Mortgagor is set within the time required by law. Mortgagor hereby agrees that Lender has a special interest in the Property and absent the appointment of such Receiver the Property shall suffer waste and deterioration and Mortgagor agrees it shall not contest the appointment of a Receiver and hereby so stipulates to such appointment pursuant to this Section. Any such Receiver shall have all the powers and duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided herein. Unless earlier terminated, the receivership shall continue until the date of confirmation of a foreclosure sale.

6.3 **UCC Remedies.** In addition to the rights and remedies provided under this Mortgage, if there is an Event of Default, Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as to any Property that is personal property and shall have (i) the right to cause any of the Property which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any of the Secured Obligations, and (ii) the right to apply any Property which is cash, negotiable documents or chattel paper to the Indebtedness or to the satisfaction of any of the Secured Obligations. Any such disposition

may be conducted by an employee or agent of Lender. Any person, including both Mortgagor and Lender, shall be eligible to purchase any part or all of such personal property at any such disposition.

6.4 **Advances.** If Mortgagor fails to perform or comply with any term in the Loan Documents or any other Property Agreement, then Lender in its sole discretion: (a) may make any payment hereunder or thereunder payable by Mortgagor, and take out, pay for and maintain any of the insurance policies provided for herein or therein; and/or (b) if there is an Event of Default, perform any such other act to be performed by Mortgagor and enter the Property for such purpose. No payment or performance by Lender shall be deemed to have cured any Default or Event of Default.

6.5 **No Mortgagee in Possession.** Neither the assignments in Section 4.1 or Section 4.2 or Lender's exercise of any of its rights or remedies under this Mortgage shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Lender, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Lender or by agreement with Mortgagor or the entering into possession of the Property by such Receiver be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

6.6 **Foreclosure Sale.** To the full extent allowed by law, Mortgagor waives its right, if any, to require that the Property be sold as separate lots, parcels or items, and Lender shall have the right, in its sole and absolute discretion, to cause the Property to be sold either as a whole or in separate lots or parcels or items as Lender shall determine, and in such order as Lender may determine, and if Lender elects more than one sale or other disposition of the Property, Lender at its option may cause the sales to be conducted simultaneously or successively, on the same day or at different days or times and in such order as Lender may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Mortgage on any part of the Property not then sold until all the Indebtedness has been paid. If Lender elects to dispose of the Property through more than one sale, Mortgagor shall pay the Costs incurred with each such sale and proceeding. At any such sale, Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Secured Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Loan Documents.

6.7 **Waiver of Order of Sale and Marshaling.** Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any of the remedies provided herein. To the fullest extent permitted by law, Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires an interest in the Property and who has actual or constructive notice hereof, waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage.

6.8 **Costs.** All Costs incurred by Lender in the exercise of any right or remedy under this Mortgage: (i) shall be immediately due and payable on demand; (ii) shall accrue interest under the Loan Agreement from the date of expenditure by Lender; and (iii) shall be added to the Indebtedness secured by this Mortgage and the other Loan Documents and are prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage. This Section 6.8 shall apply whether or not the sum was expended or the cost or expense incurred while there is an Event of Default.

6.9 **Expenses.** Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Property shall be borne by Mortgagor and shall include Lender's Attorney Fees. Mortgagor, upon demand of Lender shall assemble the Property and make it available to Lender at the Property, a place which is deemed to be reasonably convenient to Lender and Mortgagor. Lender shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Property

or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Mortgagor in the manner provided for the mailing of notices herein is deemed to be reasonable notice to Mortgagor.

6.10 Expenses during Redemption Period. The purchaser at any foreclosure sale hereunder may, during any redemption period under applicable law, make such repairs and take such actions on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insurance of the Property. All sums expended by the purchaser in the exercise of any such right or remedy and all reasonable costs and expenses so incurred, together with interest thereon as provided in the Loan Agreement from the date of expenditure are Costs and shall be added to the amount required to be paid for the redemption from such sale.

6.11 Additional Provisions as to Remedies. No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Mortgagor shall affect the lien and security interest created by this Mortgage and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender may resort to any security given by this Mortgage or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. If Lender has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Mortgagor and Lender shall be restored to their former positions and rights under the Loan Documents with respect to the Property, subject to the lien and security interest hereof.

6.12 Waiver of Rights and Defenses. To the fullest extent Mortgagor may do so under applicable law, Mortgagor (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisal, valuation, stay, extension, moratorium, redemption, rescission, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisal, rescission, set-off, notice of intention to mature or declare due the whole of the Indebtedness, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the liens and security interests created under the Loan Documents; (c) shall not be relieved of its obligation to pay the Indebtedness as required in the Loan Documents nor shall the lien or priority of the Loan Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Loan Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, (i) Lender may release any person liable for payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness, and (ii) any of the provisions of the Loan Documents may be modified without impairing or affecting the lien, security interest, or the priority of the modified Loan Documents as security for the Indebtedness over any such subordinate lien, security interest, encumbrance, right, title, or interest.

6.13 Cross Default and Cross Collateralization. As part consideration for the making of the Loan, and as an inducement to Lender to make the Loan, Mortgagor does hereby cross-default the Note, this Security Instrument, and the Loan Documents with the Note, the Security Instruments and all other loan documents executed in connection with the Note and the Security Instruments. Accordingly, any default or event of default under the Note, shall, at Lender's option, also constitute an Event of Default under the Note, the Security Instruments and the Loan Documents. Upon any default under the Loan, Lender shall be entitled to pursue its remedies with respect to Loan and all of the security therefor.

ARTICLE 7
ADDITIONAL TERMS

7.1 **No Waiver.** No failure or delay by Lender to insist upon strict, full and complete payment when due of any portion of the Indebtedness, or to insist upon the performance of any Secured Obligation when due, or to exercise any right or remedy hereunder shall constitute a waiver of any such failure to pay, or waiver of the breach of any such Secured Obligation, or a waiver of the later exercise of such right or remedy.

7.2 **Notices.** All notices or other written communications hereunder between Mortgagor and Lender shall be given as provided in the Loan Agreement.

7.3 **Joinder of Foreclosure.** Should Lender hold any other or additional security for the performance of the Secured Obligations, its sale or foreclosure upon any Event of Default, in Lender's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure under this Mortgage.

7.4 **Governing Law.** Mortgagor agrees that the Note and the other Loan Documents shall be construed, enforced and otherwise governed exclusively by the laws of the State of Washington (without regard to principles of conflict laws) except with respect to the Indemnity Agreements (as defined in the Loan Agreement) and for matters relating to the validity and enforcement of this Mortgage and the other Security Instruments, which shall be governed by the laws of the State in which the encumbered Property is located. Mortgagor agrees that to the fullest extent permitted by law, Idaho law shall apply (i) to the creation, perfection, priority, enforcement and foreclosure of liens under this Mortgage, (ii) to Lender's right to demand and sue Borrower for full payment of the Indebtedness secured by this Mortgage, and (iii) to actions, defenses and remedies including without limitation the existence and calculation of any deficiency judgment upon foreclosure of this Mortgage.

7.5 **Subordination.** At Lender's option evidenced by Lender's unilateral declaration to this effect, this Mortgage may be foreclosed subject to any or all Property Agreements or Leases and to any and all contracts of sale; provided that the lien of this Mortgage and Lender's rights to any proceeds and Net Proceeds for any Casualty or Taking shall remain prior.

7.6 **Waiver of Right to Trial by Jury.** Mortgagor waives, to the fullest extent allowed by law, the right to a jury trial in any action under or relating to the Loan Documents, all as provided in the Loan Agreement.

7.7 **Successors and Assigns.** This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

7.8 **Defense of Title and Rights under Documents.** Mortgagor shall forever warrant, defend and preserve Mortgagor's title to the Property, the validity, enforceability and priority of this Mortgage and the other Loan Documents and the lien or security interest created thereby, and any rights of Lender under the Loan Documents against the claims of all persons, and shall promptly notify Lender of any such claims. Lender is authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such proceeding or the protection of the lien, security interest, validity, enforceability, or priority of the Loan Documents, title to or value of the Property, or any rights of Lender under the Loan Documents. Mortgagor authorizes Lender to take any actions required to be taken by Mortgagor, or permitted to be taken by Lender, in the Loan Documents in the name and on behalf of Mortgagor. Lender, without notice to or demand upon Mortgagor, and without waiving or releasing any Secured Obligation, Default or Event of Default, may (but shall not be obligated to) make such payment or perform such act for the account and at the expense of Mortgagor, and Mortgagor shall reimburse Lender on demand for all expenses (including attorneys' fees and costs of recovery) incurred by it in connection with the foregoing. All such expenses of Lender, until reimbursed by Mortgagor, are Costs, shall be part of the Secured Obligations, shall bear interest from the date of demand at the Default Rate, and shall be secured by this Mortgage.

7.9 **Joint and Several Liability.** The liability of each Mortgagor and each general partner of a Mortgagor is joint and several with respect to all obligations under this Mortgage.

7.10 **Execution in Counterparts.** This Mortgage may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage may be detached from any counterpart of this Mortgage without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Mortgage identical in form hereto but having attached to it one or more additional signature pages.

7.11 **Severability.** If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and such deletion shall in no way affect the validity of the affected document.

7.12 **Certain Obligations Unsecured.** Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Mortgage shall not secure the following obligations (the "*Unsecured Obligations*"): (a) any obligation evidenced by or arising under the Indemnity Agreement; (b) any other obligation in this Mortgage or in any of the other Loan Documents to the extent that such other obligation relates specifically to the presence on the Property of Hazardous Materials (as defined in the Indemnity Agreement) and is the same or has the same effect as any of the obligations evidenced by or arising under the Indemnity Agreement; or (c) any other obligation under the Loan Documents to the extent that such other obligation expressly states that it is not secured by this Mortgage. Any Event of Default under the Indemnity Agreement with respect to the Unsecured Obligations is an Event of Default under this Mortgage, notwithstanding the fact that the Unsecured Obligations are not secured by this Mortgage. Nothing in this Section shall, in itself, impair or limit Lender's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all Secured Obligations.

7.13 **Recording in Two Counties.** This Mortgage is being executed in duplicate originals for simultaneous recording in both Clark County and Jefferson County. The duplicates together constitute a single instrument. Lender may cause a foreclosure sale or file an action to enforce any right or remedy under this Mortgage or applicable law as to all the Property, whether located in Clark County or Jefferson County, in either County, in Lender's sole and absolute discretion. Mortgagor consents to venue and jurisdiction in either County.

7.14 **Other Security Instruments.**

- (a) **Foreclosure with Other Security Instruments; Venue.** This Mortgage is being recorded simultaneously with the Other Security Instruments. Lender, in its sole and absolute discretion, may cause a foreclosure sale or file an action to enforce any right or remedy under this Mortgage and the Other Security Instruments, or any of them, in any County or State in which property is located that is encumbered by this Mortgage or the Other Security Instruments, as to all of such properties or any of them. Mortgagor consents to venue and jurisdiction in any County and State, at Lender's sole and absolute discretion, in which any property is located that is encumbered by this Mortgage or the Other Security Instruments.
- (b) **Lender Can Sell as Whole or Separate Lots.** In connection with any foreclosure of this Mortgage, Mortgagor agrees that Lender may, in its sole and absolute discretion, designate the order in which the Property or any other property encumbered by the Other Security Instruments shall be offered for sale or sold through a single sale or through two or more successive sales, or in any other manner Lender deems to be in its best interests. Mortgagor hereby waives any right or interest it may have to (i) have the Property or any other property encumbered by the Other Security Instruments sold as

a whole or in separate lots and/or (ii) dictate the order or priority of sale of any Property or any other property encumbered by the Other Security Instruments.

- (c) Waiver of Order of Sale and Marshaling. Lender, in its sole and absolute discretion, has the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any remedies provided herein. To the fullest extent permitted by law, Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof, hereby waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property, or any other property encumbered by the Other Security Instruments, will be sold in the event of any sale under this Mortgage.

ARTICLE 8 **STATE-SPECIFIC PROVISIONS**

In the event of any inconsistencies between the terms and conditions of this Article 8 and the other terms and conditions of this Mortgage, the terms and conditions of this Article 8 shall control and be binding.

- (a) Notwithstanding anything to the contrary contained herein, the definition of "Loan Documents" set forth in Section 1.1 of this Mortgage shall exclude the Indemnity Agreement.
- (b) The Property includes, and this Mortgage covers, goods that are or are to become Fixtures to the real property described herein. It is intended that, as to those goods and the proceeds thereof, this Mortgage shall be effective as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code from the date of its recording in the real property records of the county in which the Property is located. For purposes of this filing, Mortgagor is the debtor and Lender is the secured party. Mortgagor is the record owner of the Land. The Land is described in the attached Exhibit A. The name and mailing address of Mortgagor, as debtor, and name and mailing address of Lender, as secured party, are as set forth in the initial paragraph of this Mortgage. The name provided as the name of the debtor is the name of an organization. Until the lien of this Mortgage is released or satisfied of record, Mortgagor hereby authorizes Lender to file and/or record any financing statements, amendments or other instruments which Lender from time to time may reasonably require to perfect, continue or enforce the security interest of Lender hereunder or the priority thereof. On demand, Mortgagor will promptly pay all costs and expenses of filing such instruments and all costs and expenses of any searches reasonably required by Lender.

(The rest of this page is left blank intentionally.)

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

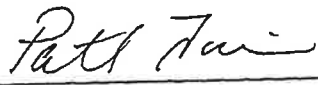
BROWN DELTA II, LLC,
an Idaho limited liability company

By: HAPPY VALLEY USA II, L.L.C.,
a Delaware limited liability company
Its: Sole Member

By: HOMESTEAD CAPITAL USA FARMLAND FUND II,
L.P., a Delaware limited partnership
Its: Managing Member

By: HOMESTEAD CAPITAL USA FARMLAND
FUND II GP, L.P., a Delaware limited
partnership
Its: General Partner

By: HOMESTEAD CAPITAL USA
FARMLAND FUND II UGP, LLC,
a Delaware limited liability company
Its: General Partner

By: 
Name: Patrick Trainor
Its: Authorized Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On August 30, 2023, before me, Richard M. Lam : NOTARY PUBLIC (here
insert name and title of the officer), personally appeared
Patrick Trainor, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.

Signature (Seal)

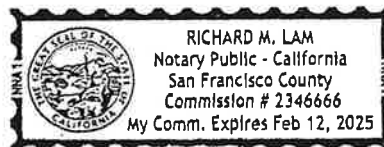


EXHIBIT A
(Legal Description of the Land)

The Land is located in Clark and Jefferson County, Idaho, and is legally described as follows:

Clark County

PARCEL 1

That portion of the South Half of Section 9 in Township 9 North, Range 35 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section Line and East 2569.76 feet from the Southwest corner of said Section 9, and running;
Thence North 03°29'51" East, 97.53 feet;
Thence South 86°30'09" East, 375.00 feet;
Thence South 03°29'51" West, 97.53 feet;
Thence North 86°30'09" West, 375.00 feet to the POINT OF BEGINNING.

PARCEL 2

That portion of the South Half of Section 9 in Township 9 North, Range 35, East Boise Meridian, Clark County, Idaho, more particularly described as follows:

BEGINNING at a point that is North, 2381.58 feet along the Section line and East, 2569.76 feet from the Southwest corner of said section 9, and running;
Thence South 86°30'09" East, 375.00 feet;
Thence South 03°29'51" West, 145.00 feet;
Thence North 86°30'09" West, 375.00 feet;
Thence North 03°29'51" East, 145.00 feet to the POINT OF BEGINNING.

PARCEL 3

That portion of the Southwest Quarter of the Southwest Quarter lying west of the easterly poles of the existing power line. Also, the Southerly 495 feet of the Northwest Quarter of the Southwest Quarter lying West of the easterly poles of the existing power lines all in Section 13 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 4

The South Half of the Southeast Quarter and the Southerly 495 feet of the North Half of the Southeast Quarter, all in Section 14 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 5

The Northeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 6

The Southeast Quarter of Section 23 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 7

The portion of the West Half lying west of the Easterly poles of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 8

That portion of the Southwest Quarter lying East of the existing power line of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 9

Government Lots 3 and 4, also the West Half of the Southeast Quarter of Section 24 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 10

Government Lots 1, 2 and 3, also the West Half of the East Half; and the West Half of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 11

Government Lot 4 of Section 25 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of said Section 25;

Thence West a distance of approximately 1760.00 feet, more or less, along the South boundary line of

Section 25 to a point where a fence line crosses the South Boundary line of said section;

Thence following the fence line in a Northeast direction to a point on the East boundary line of Section 25

a distance of approximately 700 feet, more or less, North of the Southeast corner of Section 25; Thence

South along the East boundary line of Section 25 to the Southeast corner of Section 25, and the POINT OF BEGINNING.

PARCEL 12

All of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 13

The Southeast Quarter of the Northwest Quarter of Section 26 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 14

The East Half of Section 27 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

A parcel of land lying in the East Half of Section 27, Township 9 North, Range 36 East, of the Boise Meridian, Clark County, Idaho, described as follows:

BEGINNING at the North Quarter corner of said Section 27;

Thence South 89°53'41" East, 511.98 feet;

Thence South 07°59'03" West, 348.53 feet;

Thence South 43°35'50" West 352.43 feet;

Thence South 73°42'45" West, 228.32 feet;

Thence North 00°07'08" East, 665.37 feet to the POINT OF BEGINNING.

PARCEL 15

That portion of the Northwest Quarter of the Northeast Quarter of Section 28 in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:
BEGINNING at a point that is North 89°49'00" West, along the Section line 1135.56 feet to the Westerly right-of-way line of the Union Pacific Railroad from the Northeast corner of said Section 28;
Thence North 89°49'00" West, 1511.42 feet;
Thence South 00°00'40" East, 1321.74 feet;
Thence South 89°49'42" East, 1593.89 feet to the Westerly right of way line of said Railroad; Thence North 03°34'54" West, along said Railroad right-of-way 1324.26 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the Northeast Quarter of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

BEGINNING at a point on the West right-of-way line of the Union Pacific Railroad and the South line of a county road that is North 89°55'48" West, 1135.67 feet along the North line of said Section 28 from the Northeast corner of said Section 28 and running;

Thence South 03°41'19" East, 1325.33 feet along said West right-of-way line to a point on the South line of the North Half of the Northeast Quarter;
Thence North 89°54'00" West, 416.17 feet along said South line of the North Half of the Northeast Quarter;
Thence North 00°19'20" West, 526.61 feet;
Thence North 88°56'01" West, 17.03 feet;
Thence North 01°34'54" West, 40.69 feet;
Thence North 87°24'18" East, 16.50 feet;
Thence North 01°15'43" West, 38.23 feet;
Thence North 89°11'36" West, 6.32 feet;
Thence North 00°20'38" East, 715.64 feet to the North line of said Section 28 and also the South line of the county road;
Thence South 89°55'48" East, 338.41 feet along the section line and the South line of the county road to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Northwest Quarter of the Northeast Quarter and a portion of Government Lot 1 of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as follows:

COMMENCING at the Northeast corner of said Section 28;
Thence North 89°56'10" West, 1473.97 feet, along the North line of Section 28, to the POINT OF BEGINNING;
Thence South 00°20'56" West, 715.56 feet;
Thence South 89°11'47" East, 6.32 feet;
Thence South 01°15'54" East, 38.23 feet;
Thence South 87°24'07" West, 16.50 feet;
Thence South 01°35'05" East, 40.69 feet;
Thence South 88°56'12" East, 17.03 feet;
Thence South 00°21'09" East, 526.63 feet;
Thence South 89°53'54" East, 416.13 feet to the West right-of-way line of the Union Pacific Railroad;
Thence South 03°41'56" East, 550.83 feet along said railroad right-of-way;
Thence North 89°55'05" West, 533.19 feet;

Thence North 00°09'03" West, 174.96 feet;
Thence North 89°55'24" West, 594.96 feet;
Thence North 00°06'55" West, 375.10 feet;
Thence North 89°55'15" West, 350.04 feet;
Thence North 00°07'34" West, 1321.69 feet to the North line of said Section 28;
Thence South 89°56'10" East, 1022.93 feet along said North line to the POINT OF BEGINNING.

PARCEL 16

That portion of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, more particularly described as follows:
BEGINNING at a point that is North 203.92 feet along the Section line and North 89°23'13" West, 2550.87 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, and running;

Thence North 89°23'13" West, 608.50 feet;
Thence North 00°36'47" East, 330.00 feet;
Thence South 89°23'13" East, 608.50 feet;
Thence South 00°36'47" West, 333.00 feet to the POINT OF BEGINNING.

Parcel 16A

Together with a 30 foot wide access easement lying 15 feet each side of the following described centerline:
BEGINNING at a point that is North 995.30 feet along the Section line and North 89°05'25" West, 413.20 feet from the Southeast corner of Section 29, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, said POINT OF BEGINNING being on the centerline of a North-South county road; and running;

Thence North 89°05'25" West, 2189.30 feet;
Thence South 00°36'47" West, 571.84 feet to a point on the North side of the Cellar Parcel.

PARCEL 17

Intentionally Deleted KB 8/4/2023

PARCEL 18

The Northeast Quarter of Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter lying east of Railroad right-of-way.

PARCEL 19

The Northeast Quarter lying east of Railroad right-of-way, Section 33, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The Northeast Quarter of the Northeast Quarter lying east of Railroad right-of-way.

PARCEL 20

The East Half of the Southeast Quarter lying East of the Railroad in Section 33, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 21

All of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The North Half of the Northwest Quarter of Section 34, in Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 22

The West Half of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 23

That portion of the Southeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho described as:

COMMENCING at the Southeast corner of said Section 34;
Thence North 89°59'01" West, 463.89 feet, to the POINT OF BEGINNING;
Thence North 89°59'02" West, 196.00 feet;
Thence North 00°07'25" West, 1313.37 feet;
Thence South 89°52'19" East, 196.00 feet;
Thence South 00°07'26" East, 1312.99 feet to the POINT OF BEGINNING.

PARCEL 24

All of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 130 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

South 330 feet of the South Half of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

FURTHER EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 25

The Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

EXCEPTING THEREFROM:

The South 330 feet of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

ALSO EXCEPTING THEREFROM:

The West 330 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 26

The North 200 feet of the South 330 feet of the South Half of the Southeast Quarter of Section 35, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho.

PARCEL 27

Government Lots 3 and 4, of Section 19, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 28

Government Lot 1 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

PARCEL 29

Government Lots 2 and 3 of Section 30, Township 9 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Jefferson County

PARCEL 30

Government Lot 4; and the Southwest Quarter of the Northwest Quarter, also the West Half of the Southwest Quarter of Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the West Half of the West Half of said Section 2, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 31

All of Section 3, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 32

The East Half of the East Half lying East of the Railroad right-of-way in Section 4, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 33

The East Half of the East Half lying East of the Railroad right-of-way in Section 9, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 34

All of Section 10, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 35

The South Half of the Section along with the West Half of the Northwest Quarter of Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM:

The East 330 feet of the Northwest Quarter of the Northwest Quarter of said Section 11, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 36

The Southwest Quarter of the Section along with the West Half of the Southeast Quarter of Section 12, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 37

That portion of the West Half of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

BEGINNING at the Southwest corner;

Thence East, 1450 feet;

Thence North, 2790 feet;

Thence West, 100 feet;

Thence North, 575 feet;

Thence East, 100 feet;

Thence North, 1915 feet to the North line of Section 13;

Thence West, 1450 feet along the North line to the Northwest corner of Section 13,

Thence South along the West line of Section 13, 5280 feet to the Southwest corner of Section 13, and the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the West Half of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

Commencing at the Southwest Corner of Said Section 13;

Thence South 89°56'48" East, 1450 feet along the Section line;

Thence North 00°17'48" East, 2379.37 feet to the POINT OF BEGINNING;

Thence North 50°06'13" West, 181.45 feet;

Thence North 35°23'19" West, 233.46 feet;

Thence North 23°09'28" West, 193.24 feet to the edge of an existing driveway; Thence along said driveway edge the following three (3) courses:

1. North 00°17'13" East, 317.25 feet;

2. North 07°56'22" East, 256.13 feet;

3. North 05°34'30" East, 51.90 feet;

Thence North 31°18'07" East, 241.16 feet;

Thence North 47°15'32" East, 259.79 feet;

Thence South 00°17'48" West, 477.93 feet;

Thence North 89°42'12" West, 100 feet;

Thence South 00°17'48" West, 579.41 feet;

Thence South 89°42'12" East, 100 feet;

Thence South 00°17'48" West, 432.02 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the Southwest Quarter of Section 13, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as:

COMMENCING at the Southwest corner of said Section 13;

Thence South 89°56'48" East, 1355.29 feet along the section line to the POINT OF BEGINNING;

Thence Northwesterly 424.83 feet along a curve, to the right, curve data (radius = 2387.61 feet, delta = 10°11'41"), chord bears North 12°46'47" West, 424.27 feet;
Thence North 00°02'33" West 500.28 feet to a point of a curve;
Thence northeasterly 698.96 feet along said curve, to the right, curve data (radius = 2072.54 feet, delta = 19°19'22"), chord bears North 16°27'38" East, 695.65 feet;
Thence South 00°17'48" West, 1581.29 feet to the Section line;
Thence North 89°56'48" West, 94.71 feet along said Section line to the POINT OF BEGINNING.

PARCEL 38

All of Section 14, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

PARCEL 39

All of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXCEPT Part of the South Half of the Southeast Quarter of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as:

COMMENCING at the Southeast corner of Section 15, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description; Thence South 89°31'03" West, 1,696.02 feet;
Thence North 00°28'57" West, 268.21 feet to the POINT OF BEGINNING.

Thence South 89°28'31" East, 719.74 feet, parallel with and 100.00 feet northerly of the North line of said potato cellar;
Thence South 00°27'34" West, 190.90 feet, parallel with and 200.00 feet easterly of the East line of said potato cellar;
Thence South 89°57'13" West 719.77 feet to the POINT OF BEGINNING.

ALSO Except: An ingress/egress easement being described as 12.50 feet both sides of the following described centerline:

Commencing at the Southeast corner of Section 15, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, from which the South Quarter corner of said Section bears South 89°31'03" West 2,682.14 feet, the basis of bearings for this description;

Thence South 89°31'03" West 925.34 feet to the POINT OF BEGINNING;

Thence North 00°28'57" West 318.98 feet;

Thence North 89°32'26" West 50.00 feet to the point of terminus, said point being on the East line of the above described parcel.

ALSO Except: Any portion lying South of the County road.

PARCEL 40

INTENTIONALLY DELETED

PARCEL 41

Blocks J, O, Lots 1 through 17 in Block K and Block 22 in Amended Camas Townsite, together with vacated streets and alleys adjacent thereto as set forth in Ordinance #10-04, recorded October 26, 2010, as Instrument No. 387696, Jefferson County, Idaho.

EXCEPTING THEREFROM:

Part of Lots 1 through 17 of Block 22 and the vacated portions of 4th Street, West Park Street and the alley of said block being in the Amended Camas Townsite being in the Northeast Quarter of the Southeast Quarter of Section 21, Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 21;
Thence North 00°11'54" East, 1882.55 feet along the East line of said Section to the intersection of said East line and the centerline of 4th Street of the Amended Camas Townsite;
Thence North 89°05'06" West, 506.07 feet along said centerline to the intersection of said 4th Street and West Park Street, said point being the POINT OF BEGINNING and being marked by a ½" iron rod with plastic cap stamped HLE PLS 12222,
Thence South 02°38'18" West, 415.33 feet along the centerline of said West Park Street to the centerline of Camas Creek, said point being witnessed by a ½" iron rod with plastic cap stamped HLE PLS 12222 which bears North 02°38'18" East, 50.46 feet;
Thence along the centerline of said Camas Creek the following 2 courses:
1. South 46°15'17" West, 26.13 feet;
2. South 62°33'00" West, 79.13 feet to a point being witnessed by a ½" iron rod with Plastic cap stamped HLE PLS 12222 which bears North 09°34'28" East 52.59 feet;
Thence North 09°34'28" East, 476.53 feet to the centerline of said 4th Street;
Thence South 89°05'06" East, 28.96 feet along said centerline to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

Any portion of Lots 7 and 18 in Block K which lie inside of Warranty Deed recorded October 29, 2010, as Instrument No. 387807 for the Camas Feedlot and as shown on Survey recorded April 19, 2012, as Instrument No. 397282.

PARCEL 42

The East Half of the East Half of Section 22, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

ALSO INCLUDING:

The West Half of the West Half of Section 23, in Township 8 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.

EXHIBIT B

Schedule of Specific Water Rights

“Water Rights” includes the following:

31-7610B	31-11916	31-7034AC	31-11926
31-7615B	31-7620A	31-11996	31-11924
31-7620B	31-7622A	31-7034V	31-11928
31-7621B	31-7629	31-2301A	31-11918
31-7635B	31-7606	31-7034AB	31-7220C
31-7622B	31-7052P	31-2301A	31-11991
31-7638B	31-7609	31-7034AB	31-7439B
31-7618B	31-7611	31-12108	31-7034AE
31-7369C	31-7369E	31-12128	31-7635A
31-7034AG	31-11800	31-11792	31-7220D
31-7612B	31-11802	31-11798	31-11997
31-7368D	31-11804	31-11794	31-11793
31-4621B	31-7034AD	31-11796	31-11912
31-11992	31-7034W	31-11913	31-11791
31-11781	31-11911	31-11915	31-11990
31-11785	31-7369F	31-2374B	31-11797
31-11783	31-11931	31-12150	31-11795
31-2271	31-11927	31-2365E	31-11995
31-12310	31-7610A	31-2405B	31-11910
31-7024D	31-7612A	31-7177B	31-11993
31-12098	31-7638A	31-7044B	31-7370F
31-2335B	31-7621A	31-11925	31-7672B
31-7293F	31-11923	31-7034Z	31-7651
31-7015D	31-11929	31-7034X	31-12343
31-7293H	31-11779	31-7627A	31-12344
31-7015C	31-12038	31-11922	31-12081
31-7037B	31-11739	31-11914	31-12358
31-7615A	31-12086	31-11930	31-12320
31-7618A	31-7034AF	31-11920	

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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 Mathew Weaver

November 06, 2023

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
2100 ROSS AVE STE 2500
DALLAS TX 75201-6732

RE: Notice of Security Interest for Water Right/Permit No(s): 31-7610B, 31-7615B, 31-7620B, 31-7621B, 31-7635B, 31-7622B, 31-7638B, 31-7618B, 31-7369G, 31-7034AG, 31-7612B, 31-7368D, 31-7615A, 31-7618A, 31-11916, 31-7620A, 31-7622A, 31-7629, 31-7606, 31-7052P, 31-7609, 31-7611, 31-7369E, 31-11800, 31-11802, 31-11804, 31-7034AD, 31-7034W, 31-11911, 31-7369F, 31-11931, 31-11927, 31-7610A, 31-7612A, 31-7638A, 31-7621A, 31-11923, 31-11929, 31-11779, 31-12038, 31-11739, 31-12086, 31-7034AF, 31-7034AC, 31-11996, 31-7034V, 31-2301A, 31-7034AB, 31-12108, 31-12128, 31-11792, 31-11798, 31-11794, 31-11796, 31-11913, 31-11915, 31-2374B, 31-12150, 31-2365E, 31-2405B, 31-7177B, 31-7044B, 31-11925, 31-7034Z, 31-7034X, 31-7627A, 31-11922, 31-11914, 31-11930, 31-11920, 31-11926, 31-11924, 31-11928, 31-11918, 31-7220C, 31-11991, 31-7439B, 31-7034AE, 31-7635A, 31-7220D, 31-11997, 31-11793, 31-11912, 31-11791, 31-11990, 31-11797, 31-11795, 31-11995, 31-11910, 31-11993, 31-49A, 31-50A, 31-51A

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.

Please note the original security interest filed had additional water rights listed that were not owned by Brown Delta II, LLC. The security interest was amended. However, because there were some water rights that could not be updated the department has requested a \$550.00 refund. The fee for the 93 water rights is \$2325.00 (25 X 93 = 2325). The original fee paid was \$2875.00 for 115 water rights (115 X 25 = 2875). Therefore you are entitled to a refund of \$550.00 (2875 - 2325 = 550). The department has initiated the refund, and it should arrive from the state office in a couple of weeks.

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: BROWN DELTA II, LLC
JAMESON PEPPE CANTU PLLC

Baily, Jonie

From: Baily, Jonie
Sent: Tuesday, November 7, 2023 8:54 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt.PDF

Good morning!

I have a refund request as follows:

Receipt number: E049495
Amount: \$550.00
Payable to: Jameson Pepple Cantu PLLC
801 Second Ave Ste 700
Seattle Washington 98104

Reason: Security Interest filed for 115 water rights. After review we could only add the security interest to 93 water rights. Therefore, the applicant is entitled to a partial refund.

Let me know if you have any questions or need additional information. Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Baily | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.barg@idwr.idaho.gov
Website: www.idwr.idaho.gov



Jayna N. Paradise
Paralegal
jparadise@jpclaw.com
Direct: Tel: 206.625.1715

801 Second Avenue, Suite 700
Seattle, Washington 98104
Main: 206.292.1994
www.jpclaw.com

September 15, 2023

VIA UPS NEXT DAY AIR

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
Attn: Jonie Bailey

RECEIVED

SEP 18 2023

Department of Water Resources
Eastern Region

RE: Loan No.: 717612366; Shelf Facility No, 91678
 Loan Name: Homestead Capital Fund II – Note 1
 Borrower: Brown Delta II, LLC, an Idaho limited liability company

Dear Jonie:

In connection with the above-referenced loan, enclosed herewith are the following documents.

1. Original signed application for the Notice of Security Interest in a Water Right
2. Copy of the Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements recorded in Clark County, Idaho
3. Copy of the Mortgage, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements recorded in Jefferson County, Idaho
4. Check in the amount of \$2,875.00 for the filing fee.

At your convenience, please return an acknowledgment of the filing to me. Please feel free to call me at 206-625-1715, if you have any questions.

Very truly yours,

Jayna N. Paradise
Paralegal

Enclosure(s)

Florida Office
2430 Estancia
Boulevard, Suite 114
Clearwater, FL 33761
727.724.8585

Web
JPCLAW.COM