Form 42-248(9) 3/22

RECEIVED
FEB 20 2024
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
63-21748			

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

   Rabo AgriFinance LLC
   14767 North Outer 40 Rd Ste 400
   Chesterfield, MO 63017-2003

   Phone 314-317-8000
   Email

4. Name of Water Right Owner/Claimant(s) Beus Livestock, LLC

5. Expiration Date of Notification Period 06/01/2043

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

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

   Title, if applicable VP, RABO AGRIFINANCE

For Office Use Only

Receipted by LE Date 5/20/24 Receipt No. W051975 Fee $25.00

Processed by AJ Date WR LE Date 7/16/2024

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=35 VICTORIA BAILEY
PIONEER TITLE COMPANY OF ADA COUNTY

2023-045304
08/08/2023 11:18 AM
$60.00

(1)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Loan Operations 832411/TV

RECEIVED
Mar 04, 2024
DEPARTMENT OF
WATER RESOURCES

2023-025444
RECORDED
08/09/2023 08:54 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=36 EHOWELL $63.00
TYPE: MTG D OF T
PIONEER TITLE COMPANY OF ADA
ELECTRONICALLY RECORDED

Space above this line for Recorder's Use

Silver Butte Holsteins, Inc. MCA 2021

Operating Line of Credit 1: 22120067
Real Estate Term Loan 1: 22108386
Real Estate Term Loan 2: 22119392
Real Estate Term Loan 3: 88811

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Ada and Canyon Counties, Idaho)

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

This mortgage ("Mortgage") is dated as of July 17, 2023. It is by SILVER BUTTE HOLSTEINS, INC., an Idaho corporation ("Silver Butte Holsteins, Inc."); BEUS LIVESTOCK, LLC, an Idaho limited liability company ("Beus Livestock, LLC"); BEUS FARMS LIMITED PARTNERSHIP (a/k/a Beus Farms Ltd, Partnership), an Idaho limited partnership ("Beus Farms Limited Partnership"); ELIZABETH A. BEUS (a/k/a Elizabeth Beus and Elizabeth Ann Beus) ("Elizabeth A. Beus") and SHANE BEUS ("Shane Beus"), married spouses; BEUS CAPITAL LLC, an Idaho limited liability company ("Beus Capital"); and STEPHEN E. BEUS (a/k/a Stephen E Beus) ("Stephen Beus") and BECKY A. BEUS (a/k/a Becky Ann Beus) ("Becky Beus"), married spouses (Silver Butte Holsteins, Inc., Beus Livestock, LLC, Beus Farms Limited Partnership, Elizabeth A. Beus, Shane Beus, Beus Capital, Stephen Beus, and Becky Beus are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee").

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to $31,347,000.00 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated March 30, 2020, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"). Each capitalized term used in this Mortgage that is defined in the MCA and not defined in this Mortgage will have the meaning specified in the MCA. This Mortgage will be interpreted in accordance with the Drafting Conventions.

Grantor has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Grantor has or may incur Hedging Obligations to Swap Counterparties.

The Loan Obligations (defined in the MCA) may be, from time to time, guaranteed by Guarantor under the terms and conditions of one or more guaranties in favor of Collateral Agent. The Hedging Obligations are guaranteed by Guarantor under the terms and conditions of the Hedging Agreements and/or a separate guaranty of the Hedging Obligations (the MCA, the Guaranty, and the Hedging Agreements and any separate guaranty of the Hedging Obligations are herein sometimes individually and collectively referred to as the "Debt Instrument").

Non-Obligor(s) have an economic interest in Borrower or will obtain some other material financial benefit as a result of Secured Parties' entering into the Secured Obligation Documents (defined herein). Secured Parties require that Non-Obligor execute this agreement as a condition of the Secured Obligation Documents.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting

real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the personal property and real estate located in Ada and Canyon Counties, Idaho, and described in EXHIBIT A-1 and EXHIBIT A-2 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all wells, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or Land or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government ("Governmental Authority") and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"), including those rights, shares and other property (if any) described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, rights under any and all nutrient/manure management plans, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings") including all varieties of Plantings that produce fruit, nuts, or other crops in more than one crop year ("Permanent Crop Plantings"); (k) all patents, trademarks, or other intellectual property, working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (l) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements or and (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements or; (m) all U.S. Forest Permits, Taylor Grazing Permits or Licenses, and State grazing leases, and other grazing rights, including (if any) the rights described in EXHIBIT B to any mortgage(s) and separate security agreement(s) securing the Note(s), from time to time; (n) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (o) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or other Real Estate (the "Condemnation Awards"); (q) rights and interests under any Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (r) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (s) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment herein, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), under one or more Facility Sheets(s) from time to time where Grantor is designated from time to time as Borrower, Guarantor or Non-Borrower, including (i) the Amended and Restated Operating Line of Credit 1 Note dated June 14, 2022, from Grantor to Lender in the original principal amount of $15,500,000.00; (ii) the Promissory Note dated November 4, 2015, from Grantor to Lender in the original principal amount of $12,497,000.00; (iii) the Real Estate Term Loan 2 Note dated March 30, 2020, from Grantor to Lender in the original principal amount of $1,550,000.00; (iv) the Real Estate Term Loan 3 Note dated as of the date of this Mortgage, from Grantor to Lender in the original principal amount of $1,800,000.00 (the Amended and Restated Operating Line of Credit 1 Note, the Promissory Note (n/k/a the Real Estate Term Loan 1 Note), the Real Estate Term Loan 2 Note, and the Real Estate Term Loan 3 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (v) all Hedging Obligations; and (vi) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) any obligations due to a Banking Counterparty with regard to Banking Obligations; (d) all obligations of Grantor to Lender, Coöperatieve Rabobank U.A., a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank") or any other Affiliate of Lender (Lender, Rabobank and any other Affiliate of Lender or Rabobank are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this Mortgage; and (e) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage secures one or more Obligations that contain a variable rate of interest according to a formula based on LIBOR, SOFR ("Secured Overnight Financing Rate") or a similar widely used index which is disclosed in the Loan Documents. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

2. **Future Secured Obligations.** The Secured Obligations include future advances and other future Secured Obligations made by Mortgagee or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this Mortgage, and have priority as to third Persons with or without actual notice from the time this Mortgage is filed for record as provided by law. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time. The unpaid balance of any Revolving Line of Credit or Hedging Obligations secured by this Mortgage may at certain times be zero. This Mortgage will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this Mortgage (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing herein will constitute a commitment to make additional or future advances which are not specified by the other terms of the MCA or enter into future derivatives transactions in any amount.

3. **Note Maturity Date.** The latest date on which any Note matures is June 1, 2043.

4. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including but not limited to, any monies, proceeds, damages, Judgments or payments in lieu thereof, received by or due to Grantor occasioned by any mineral or geothermal exploration, wind energy, solar energy or drilling activity on or under the Real Estate, all prepaid rents, security

deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this Mortgage does not assume any duty or obligation under the Leases. The acceptance by Mortgagee of the assignment of Leases and Rents and profits with all the rights, powers, privileges and authority so granted will not obligate Mortgagee to assume any obligations in respect of the Leases and Rents and profits or under the Leases, 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 Leases and Rents and profits or under the Leases or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Grantor.

5. Grant of Security Interest. This Mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee, 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 is the address for Mortgagee as secured party under the UCC. As used in this Mortgage, the term "lien" is synonymous with the term "lien and security interest."

6. Warranty of Title. Grantor represents and warrants that Grantor lawfully possesses and holds good and marketable fee simple title to all of the Land and the Improvements, that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and forever defend generally the title to, and ownership and possession of, the Property against all claims and demands, with all costs and expenses of defense to be borne by Grantor. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

7. Permanent Crop Plantings. All Permanent Crop Plantings are real estate and will remain a part of the Land. Grantor represents and warrants that the Permanent Crop Plantings are not subject to intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act or similar laws or subject to license from the holder of any such intellectual property rights (collectively "Permanent Crop Planting IP Rights"), other than (where applicable) the Permanent Crop Planting IP Rights described on EXHIBIT B (if any). To the extent the Land does contain or in the future is cultivated to grow any variety of Permanent Crop Plantings that are subject to Permanent Crop Planting IP Rights, (a) Grantor represents and warrants that Grantor is the owner of such IP Rights free and clear of any claim, right, title, interest or Lien of any other person; (b) Grantor shall notify Mortgagee in writing of the existence of any Permanent Crop Planting IP Rights and Grantor grants Mortgagee a security interest in and a Lien upon all of Grantor's present and future rights, title and interests in, to and under Permanent Crop Planting IP Rights; all cash and non-cash proceeds and products of Permanent Crop Planting IP Rights; and all causes of action, past, present and future for infringement, misappropriation or dilution of, or unfair competition regarding any of Permanent Crop Planting IP Rights.

8. Additional Representations. Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) if Grantor is anything other than a natural Person, it has complied with all Applicable Laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (j) the execution, delivery and performance by Grantor of this Mortgage is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, this Mortgage does not conflict with any Applicable Law; (l) this Mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or

agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (m) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (n) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (o) Grantor is not the subject of any Judgment; (p) this Mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (q) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (r) before signing this Mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (s) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or Hazardous Substances ("Environmental Laws"); (t) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (u) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (v) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (w) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

9. Information Accurate and Complete. All financial statements and other reports, documents, instruments, information and forms of evidence which have been delivered to Mortgagee or Secured Parties concerning Grantor, or the Property (the financial and other information supplied or to be supplied to Mortgagee or Secured Parties in connection with this Mortgage is herein referred to as the "Financial Information"), are accurate, correct and sufficiently complete in all material respects to provide Mortgagee and Secured Parties true and accurate knowledge of their subject matter, including, without limitation, all material contingent liabilities. Grantor's submission of any Financial Information or other report, record or information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this Mortgage, will be deemed accompanied by a representation by Grantor that the Financial Information or other report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, Grantor's Subsidiaries, Affiliates, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities and Grantor's business or organizational structure.

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

11. Maintenance and Preservation of Property. Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this Mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the MCA; (c) maintain (or cause to be maintained) all policies of insurance required under the MCA and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the MCA; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer,

gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) keep all Permanent Crop Plantings cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees, vines and other Permanent Crop Plantings with new ones; (j) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this Mortgage; and (k) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

12. Compliance with Applicable Law Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

13. Taxes and Assessments. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this Mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this Mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this Mortgage, the State of Idaho passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of Mortgages or debts secured by Mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

14. Damages and Insurance and Condemnation Proceeds. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

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

16. Defense and Notice of Claims and Actions. At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any

claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

17. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

18. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage or protect the Property, including any rights or remedies afforded to Mortgagee herein, including but not limited to Appraisals, inspections, insurance premiums, and prevention of waste, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the Adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

19. **Payments Due under this Mortgage.** Grantor must pay all obligations to pay money arising under this Mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

20. **Events of Default.** The following each shall be an event of default under this Mortgage (an "Event of Default"): (a) an Event of Default under the MCA, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this Mortgage is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this Mortgage to a sum less than the Maximum Amount Secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this section, which can be cured by the payment of a

sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this Mortgage not previously described in this section; provided that if (i) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

21. Remedies. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of any of the Covenants or agreements of this Mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this Mortgage. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION (WHICH APPOINTMENT OF SUCH POWER OF ATTORNEY IS A POWER COUPLED WITH AN INTEREST); AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Mortgage. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any Judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this Mortgage, and pay all other charges as herein provided.

22. Sales of Property. Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a Judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the Lien of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee

or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for that property, Mortgagee or Secured Parties may settle for the purchase price by crediting the sales price of the Property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

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

24. Guarantor and/or Non-Obligor Provisions. (a) Guarantor and/or Non-Obligor authorize Mortgagee and Secured Parties to perform any of the following acts at any time, all without notice to Guarantor and/or Non-Obligor and without affecting the rights of Mortgagee or Secured Parties or the obligations of Guarantor and/or Non-Obligor under this Mortgage: (i) alter any terms of the MCA or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, replacing an index rate used to calculate or increasing or decreasing the rate of interest on, the MCA or any part of it or amending and making any technical, administrative, consequential or other changes to the MCA; (ii) take and hold security for the MCA, accept additional or substituted security for the MCA, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the MCA in any order that Mortgagee and Secured Parties may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Obligor/Borrower of its liability for the MCA or any part of it; (v) substitute, add or release any one or more guarantors or endorsers of the MCA; and (vi) extend other credit to Obligor/Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the MCA.

(b) Guarantor and/or Non-Obligor waive: (i) any right to require Mortgagee or Secured Parties to proceed against Obligor/Borrower, proceed against or exhaust any security held from Obligor/Borrower, or pursue any other remedy in Mortgagee's and Secured Parties power to pursue; (ii) any defense based on any legal disability of Obligor/Borrower, any discharge or limitation of the liability of Obligor/Borrower to Mortgagee or Secured Parties, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that the obligations of Guarantor and/or Non-Obligor exceed or are more burdensome than those of Obligor/Borrower; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor/Borrower, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Obligor/Borrower may have to the payment or performance of the MCA or any part of it; and (v) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee or Secured Parties may have against Obligor/Borrower, and all rights to participate in any security now or later to be held by Mortgagee or Secured Parties for the MCA.

(c) Guarantor and/or Non-Obligor waive all rights and defenses that Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) without first foreclosing on any real or personal property collateral securing the MCA; and (ii) if Mortgagee forecloses on any real property collateral securing the MCA: (A) the amount of the MCA may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (B) Mortgagee and Secured Parties may collect from Guarantor and/or Non-Obligor (including enforcing this Mortgage against Guarantor and/or Non-Obligor) even if Mortgagee or Secured Parties, by foreclosing on the real property collateral, has destroyed any right Guarantor and/or Non-Obligor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor and/or Non-Obligor may have because the MCA may be secured by real property other than the Property.

(d) Guarantor and/or Non-Obligor waive any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency Judgment after a foreclosure of any real property other than the Property hereby encumbered.

(e) Guarantor and/or Non-Obligor are solely responsible for keeping informed of the financial condition and business operations of Borrower and all other circumstances affecting the ability of Borrower to pay and perform Borrower's obligations to Mortgagee and Secured Parties, and agrees that Mortgagee and Secured Parties will have no duty to disclose to Guarantor and/or Non-Obligor any information which Mortgagee or Secured Parties may receive about the financial condition, business operations, or any other circumstances bearing on the ability of Borrower to perform.

(f) No provision or waiver in this Mortgage shall be construed as limiting the generality of any other provision or waiver contained in this Mortgage or the Guaranty.

25. Notices. All notices, approvals, consents, and other communications, under this Mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the MCA. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017, Attention: Loan Operations; if to Secured Parties other than Lender, c/o Rabobank, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

26. Mortgagee. Without affecting the personal liability of any Person, including Grantor and Obligor/Borrower, for the payment of the Secured Obligations or the Lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, Mortgages, Security Agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

27. Exculpation of Mortgagee. None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other Person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this Mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE OR ANY SECURED PARTY.

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

29. Waiver of Certain Other Laws. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all Persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the Lien created by this Mortgage.

30. Release. When all Secured Obligations have been paid in full, Lender has no obligation to make additional Loans and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the Lien of this Mortgage.

31. Additional Provisions. The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this Mortgage and to the Property.

32. Collateral Agency Agreement. This Mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

33. Entire Agreement. This Mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Mortgage and any other agreements required by this Mortgage, this Mortgage will prevail.

34. Other Acts. Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien provided for in this Mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

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

36. Waivers. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this Mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

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

38. Binding Effect; Successors and Assigns. The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this Mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee. Any Individual signing this Mortgage does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had

against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Mortgagee under this Mortgage.

39. Governing Law. This Mortgage shall be governed exclusively by the Applicable Laws of the State of Idaho (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the state where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this Mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this Mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the MCA and this Mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

40. JURISDICTION AND VENUE. GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF MORTGAGEE, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER TRANSACTION DOCUMENT WILL BE LITIGATED IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY, IOWA, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

41. Miscellaneous. This Mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this Mortgage. Each Party has participated in negotiating and drafting this Mortgage, so if an ambiguity or a question of intent or interpretation arises, this Mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Mortgage. Mortgagee or Secured Parties are authorized to execute any other documents or take any other actions necessary to effectuate this Mortgage and security agreement and the consummation of the transactions contemplated herein including but not limited to taking any action deemed by Mortgagee or Secured Parties to be necessary or desirable to establish, perfect, protect or enforce the Mortgagee or Secured Parties' interest in the Property. This Mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other Lien on the Property. All rights and remedies under this Mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

42. INDEMNIFICATION. GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall be obligated to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

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

44. Future Advances. Future advances, together with interest thereon, are secured by this mortgage in accordance with Idaho Code Section 45-108 as amended.

Grantor is signing this Mortgage effective as of the day and year first written above.

GRANTOR

Address for Notices:

1580 West Kuna Cave Road
Kuna, Idaho 83634

SILVER BUTTE HOLSTEINS, INC., an Idaho corporation

By: _____
SHANE BEUS
President

Address for Notices:

1580 West Kuna Cave Road
Kuna, Idaho 83634

BEUS LIVESTOCK, LLC, an Idaho limited liability company

By: _____
SHANE BEUS
Manager

Address for Notices:

1580 West Kuna Cave Road
Kuna, Idaho 83634

BEUS FARMS LIMITED PARTNERSHIP (a/k/a Beus Farms Ltd, Partnership), an Idaho limited partnership

By: _____
SHANE BEUS
General Partner

By: _____
ELIZABETH ANN BEUS
General Partner

Address for Notices:
1580 West Kuna Cave Road
Kuna, Idaho 83634

ELIZABETH A. BEUS (a/k/a Elizabeth Ann Beus and Elizabeth A Beus)

Address for Notices:
1580 West Kuna Cave Road
Kuna, Idaho 83634

SHANE BEUS

Address for Notices:

1580 West Kuna Cave Road
Kuna, Idaho 83634

BEUS CAPITAL LLC, an Idaho limited liability company

By: _____
SHANE BEUS
Manager

By: _____
DANIEL SHANE BEUS
Manager

Address for Notices:
1605 Poen Road
Kuna, Idaho 83634

STEPHEN E. BEUS (a/k/a Stephen E Beus)

Address for Notices:
1605 Poen Road
Kuna, Idaho 83634

BECKY A. BEUS (a/k/a Becky Ann Beus)

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 30th day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared SHANE BEUS, known or identified to me (or proved to me on the oath of _____), to be the President of SILVER BUTTE HOLSTEINS, INC., an Idaho corporation, the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(SEAL) VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:

_____

Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 30th day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared SHANE BEUS, known or identified to me (or proved to me on the oath of _____), to be the Manager of BEUS LIVESTOCK, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL) VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:

_____

Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 3rd day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared DANIEL SHANE BEUS, known or identified to me (or proved to me on the oath of _____), to be the Manager of BEUS LIVESTOCK, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)

VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:
Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 3rd day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared SHANE BEUS, known or identified to me (or proved to me on the oath of _____), to be the General Partner of BEUS FARMS LIMITED PARTNERSHIP (a/k/a Beus Farms Ltd, Partnership), an Idaho limited partnership, the limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

(SEAL)

VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:
Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 3rd day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared ELIZABETH ANN BEUS, known or identified to me (or proved to me on the oath of _____), to be the General Partner of BEUS FARMS LIMITED PARTNERSHIP (a/k/a Beus Farms Ltd, Partnership), an Idaho limited partnership, the limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

(SEAL)
VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:

Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 3rd day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared ELIZABETH ANN BEUS (a/k/a Elizabeth A. Beus) and SHANE BEUS known or identified to me (or proved to me on the oath _____), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)
VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:

Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 3rd day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared SHANE BEUS, known or identified to me (or proved to me on the oath of _____), to be the Manager of BEUS CAPITAL LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)
VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:

Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 30th day of August, in the year of 2023, before me, Vicki Hunsperger, a Notary Public, personally appeared DANIEL SHANE BEUS, known or identified to me (or proved to me on the oath of _____), to be the Manager of BEUS CAPITAL LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)
HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Printed Name: Vicki Hunsperger

My Commission Expires:

Residing in: Caldwell, ID
Commission Expires: 12/02/2028

STATE OF IDAHO)
) SS
COUNTY OF Canyon)

On this 31 day of July, in the year of 2023, before me, MARISELA PESINA, a Notary Public, personally appeared STEPHEN E BEUS (a/k/a Stephen E. Beus) and BECKY ANN BEUS (a/k/a Becky A. Beus) known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Printed Name: MARISELA PESINA

My Commission Expires:

~~Residing in: Caldwell, ID~~
Commission Expires: 04/02/2028

MARISELA PESINA
COMMISSION #41908
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A-1

Silver Butte Holsteins, Inc. MCA 2021
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Ada County, Idaho

PARCEL 1 (S2208130000):
A parcel located in the South Half of the Northeast Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the Southeasterly corner of said South Half of the Northeast Quarter from which a 5/8-inch diameter iron marking the Southwesterly corner of said South Half of the Northeast Quarter bears
North 89°23'30" West a distance of 2640.21 feet; thence
North 89°23'30" West along the Southerly boundary of said South Half of the Northeast Quarter a distance of 2640.21 feet to a 5/8-inch diameter iron marking the Southwesterly corner of said South Half of the Northeast Quarter; thence
North 0°26'12" East along the Westerly boundary of said South Half of the Northeast Quarter a distance of 1323.28 feet to a 5/8-inch diameter iron pin marking the Northwesterly corner of said South Half of the Northeast Quarter; thence
South 89°25'51" East along the Northerly boundary of said South Half of the Northeast Quarter a distance of 2640.82 feet to a 5/8-inch diameter iron pin marking the Northeasterly corner of said South Half of the Northeast Quarter; thence
South 0°27'47" West along the Easterly boundary of said South half of the Northeast Quarter a distance of 1325.08 feet to the REAL POINT OF BEGINNING;

PARCEL 1A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence
South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 2 (S2208417200):
A parcel located in the South Half of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Southeasterly corner of said South Half of Section 8 from which a 5/8-inch diameter iron pin marking the Southwesterly corner of said South Half of Section 8 bears
North 89°30'47" West a distance of 2638.97 feet; thence
North 89°30'47" West along the Southerly boundary of said South Half of Section 8 a distance of 3545.36 feet to a point on the centerline of the Waldvogel Canal; thence along said canal centerline the following described courses; thence leaving said Southerly boundary
North 4°37'15" East a distance of 2026.52 feet to a point; thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing
North 24°35'31" East a distance of 197.41 feet to a point; thence
North 44°33'47" East a distance of 607.53 feet to a point on the Northerly boundary of said South Half of Section 8; thence leaving said canal centerline
South 89°23'30" East along said Northerly boundary a distance of 2894.98 feet to a brass cap monument marking the Northeasterly corner of said South Half of Section 8; thence
South 0°22'00" West along the Easterly boundary of said South Half of Section 8 South 0°22'00" West a distance of 74.68 feet to a brass cap monument;
South 0°22'00" West a distance of 74.68 feet to a brass cap monument; thence continuing along said Easterly boundary
South 0°27'59" West a distance of 2557.10 feet to the REAL POINT OF BEGINNING.

PARCEL 2A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence
South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 3 (S2217233650):
A parcel located in the West Half of the Northwest Quarter of Section 17, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Southwesterly corner of said West Half of the Northwest Quarter from which a half inch diameter iron pin marking the Northwesterly corner of said West half of the Northwest Quarter bears
North 0°30'55" East a distance of 2668.61 feet; thence
North 0°30'55" East along the Westerly boundary of said West Half of the Northwest Quarter a distance of 1334.31 feet to a point on the centerline of the Waldvogel Canal, said point also being the Northwesterly corner of the Southwest Quarter of the Northwest Quarter of said Section 17; thence leaving said Westerly boundary
North 80°42'04" East along said centerline a distance of 1129.96 feet to a point; thence continuing along said centerline a distance of 217.30 feet along the arc of a 740.00 foot radius curve left, said curve having a central angle of 16°49'29" and a long chord bearing
North 72°17'20" East a distance of 216.52 feet to a point on the Easterly boundary of said West Half of the Northwest Quarter; thence leaving said centerline
South 0°31'59" West along said Easterly boundary a distance of 997.79 feet to a half inch diameter iron pin; thence leaving said Easterly boundary
North 89°34'17" West a distance of 513.69 feet to a half inch diameter iron pin; thence
South 0°30'55" West a distance of 211.84 feet to a half inch diameter iron pin; thence
North 89°34'17" West a distance of 400.00 feet to a half inch diameter iron pin; thence
South 0°30'55" West a distance of 193.00 feet to a half inch diameter iron pin; thence
North 89°34'17" West a distance of 106.00 feet to a half inch diameter iron pin; thence
South 0°30'55" West a distance of 190.00 feet to a half inch diameter iron pin on the Southerly boundary of said West Half of the Northwest Quarter; thence
North 89°34'17" West along said Southerly boundary a distance of 299.08 feet to the REAL POINT OF BEGINNING.

PARCEL 4 (S2208311250):
A parcel located in the South Half of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a half inch diameter pin marking the Southwesterly corner of said Southwest Quarter from which a 5/8-inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter bears
North 0°24'32" East a distance of 2642.96 feet; thence
North 0°24'32" East along the Westerly boundary of said South Half of the Southwest Quarter a distance of 776.48 feet to a 5/8-inch diameter iron pin; thence leaving said Westerly boundary
South 89°27'09" East a distance of 450.00 feet to a 5/8-inch diameter pin; thence
North 0°24'32" East a distance of 545.00 feet to a 5/8-inch diameter pin on the Northerly boundary of said South Half of the Southwest Quarter; thence along said Northerly boundary
South 89°27'09" East a distance of 1379.74 feet to a point on the centerline of the Waldvogel Canal; thence leaving said Northerly boundary
South 4°37'15" West along said centerline a distance of 1322.98 feet to a point on the Southerly boundary of said South Half of the Southwest Quarter; thence leaving said centerline
North 89°30'47" West along said Southerly boundary a distance of 1732.58 feet to the REAL POINT OF BEGINNING.

PARCEL 5 (S2208121100):

A parcel located in the Northwest Quarter of the Northeast Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Northeasterly corner of said Northwest Quarter of the Northeast Quarter from which a 5/8-inch diameter iron pin marking the Northwesterly corner of said Northwest Quarter of the Northeast Quarter bears
North 89°28'12" West a distance of 1320.71 feet; thence
North 89°28'12" West along the Northerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 90.57 feet to a point on the centerline of the Waldvogel Canal; thence along said canal centerline the following described courses; thence leaving said Northerly boundary:
South 26°02'58" West a distance of 31.45 feet to a point; thence a distance of 218.69 feet along the arc of a 345.00 foot radius curve right, said curve having a central angle of 36°19'09" and a long chord bearing
South 44°12'33" West a distance of 215.05 feet to a point; thence a distance of 202.04 feet along the arc of a 257.00 foot radius curve left, said curve having a central angle of 45°02'32" and a long chord bearing
South 39°50'51" West a distance of 196.87 feet to a point; thence a distance of 153.01 feet along the arc of a 285.00 foot radius curve right, said curve having a central angle of 30°45'37" and a long chord bearing
South 32°42'24" West a distance of 151.18 feet to a point; thence a distance of 591.32 feet along the arc of a 1240.00 foot radius curve right, said curve having a central angle of 27°19'21" and a long chord bearing
South 61°44'53" West a distance of 585.73 feet to a point; thence
South 75°24'33" West a distance of 308.22 feet to a point; thence a distance of 55.84 feet along the arc of a 168.00 foot radius curve left, said curve having a central angle of 19°02'43" and a long chord bearing
South 65°53'12" West a distance of 55.59 feet to a point on the Westerly boundary of said Northwest Quarter of the Northeast Quarter; thence leaving said canal centerline
South 0°26'12" West along said Westerly boundary a distance of 473.51 feet to a 5/8-inch diameter iron pin marking the Southwesterly corner of said Northwest Quarter of the Northeast Quarter; thence
South 89°25'51" East along the Southerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 1320.41 feet to a 5/8-inch diameter iron pin marking the Southeasterly corner of said Northwest Quarter of the Northeast Quarter; thence
North 0°27'00" East along the Easterly boundary of said Northwest Quarter of the Northeast Quarter a distance of 1324.18 feet to the POINT OF BEGINNING.

PARCEL 5A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 6 (Parcel S2208244600):
A parcel located in the Northwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Southeasterly corner of said Northwest Quarter (center one-quarter corner) from which a 5/8-inch diameter iron pin marking the Northeasterly corner of said Northwest Quarter (one-quarter corner) bears
North 0°26'12" East a distance of 2646.55 feet; thence
North 0°26'12" East along the Easterly boundary of said Northwest Quarter a distance of 1796.78 feet to a point on the centerline of the Waldvogel Canal; thence along said centerline the following described courses; thence leaving said Easterly boundary a distance of 108.35 feet along the arc of a 168.00 foot radius non-tangent curve left, said curve having a central angle of 36°57'08" and a long chord bearing
South 37°53'16' West a distance of 106.48 feet to a point; thence
South 19°24'42" West a distance of 43.73 feet to a point; thence a distance of 364.44 feet along the arc of a 1039.00 foot radius curve left, said curve having a central angle of 20°05'49" and a long chord bearing
South 9°21'48" West a distance of 362.57 feet to a point; thence
South 0°41'07" East a distance of 1047.47 feet to a point; thence a distance of 223.49 feet along the arc of a 283.00 foot radius curve right, said curve having a central angle of 45°14'54" and a long chord bearing

South 21°56'20" West a distance of 217.73 feet to a point; thence
South 44°33'47" West a distance of 86.52 feet to a point on the Southerly boundary of said Northwest Quarter; thence leaving said centerline
South 89°23'30" East along the Southerly boundary a distance of 254.76 feet to the POINT OF BEGINNING.

PARCEL 6A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence
South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 7 (S2218212420):
The Northwest Quarter of Section 18, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

PARCEL 8 (S2207233825):
That portion of Government Lot 2, Section 7, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 2; thence
North 400.00 feet; thence
East 79.00 feet to the North-South line that runs midway between the major pump (on this property) and the sheet metal cellar (on adjoining property to the East); thence
South 400.00 feet; thence
West 79.00 feet to the POINT OF BEGINNING.

PARCEL 9 (R5070110102, R5070110200, R5070110300):
A parcel of land situated in a portion of Lots 1 and 2 of Block 1 of Kuna Cave Subdivision, Sections 14 and 15, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, shown on Record of Survey for Shane Beus recorded in Ada County Recorders office and described as follows:

Beginning at the Northeast corner of said Lot 1 in Block 1, a ½ inch steel pin South 00 degree 00'39" West a distance of 2583.41 feet to a ½ inch steel pin; thence
South 89 degrees 54'58" West a distance of 3406.63 feet to a ½ inch steel pin; thence
North 00 degree 02'32" East a distance of 1288.35 feet to a ½ inch steel pin; thence
South 89 degrees 55'37" West a distance of 515.00 feet to a ½ inch steel pin; thence
North 00 degrees 02'32" East a distance of 1296.45 feet to a ½ inch steel pin; thence
North 89 degrees 56'16" East a distance of 3920.20 feet to the POINT OF BEGINNING.

PARCEL 10 (S2214314825):
The North half of the Southwest quarter of Section 14, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

PARCEL 11 (R5070110105):
A parcel of land situated in a portion of Lot 1 of Kuna Cave Subdivision, according to the plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho and described as follows:

Beginning at the Southwest corner of said Lot 1 to a half inch steel pin North 0°02'32" East a distance of 1,320.00 feet to a half inch steel pin; thence
North 89°55'37" East a distance of 515.00 feet to a half inch steel pin; thence
South 0°02 '32" West a distance of 1,320.00 feet to a half inch steel pin; thence

South 89°54'58" West a distance of 515.00 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following:
A portion of Section 14, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of Section 14; thence
South 0°02'32" West 1296.45 feet to the 1/16th corner; thence
North 89°55'37" East 275 feet to the REAL POINT OF BEGINNING; thence continuing
North 89°55'37" East 240 feet to a point; thence
South 0°02'32" West 300 feet to a point; thence
South 89°55'37" West 240 feet to a point; thence
North 0°02'32" East 300 feet to the REAL POINT OF BEGINNING.

Now known as part of Lot 2 of Kuna Cave Subdivision, according to the official plat thereof, filed in Book 50 of Plats at Page 4107, records of Ada County Idaho.

PARCEL 12 (R5070110505):
Lot 2A of Kuna Cave Subdivision, according to the official plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho.

EXCEPT those 2 portions of Lot 2A more particularly described as follows:

Except commencing at the Northwest corner of the Northeast quarter of Section 15, Township 1 North, Range 1 West, Boise-Meridian, Ada County, Idaho; thence Southerly in a straight line parallel to the West boundary of said Section 15,475.00 feet to a point; thence
Easterly in a straight line parallel to the North boundary of said Section 15, 917.05 feet to a point; thence
Northerly in a straight line parallel to the West boundary of said Section 15, a distance of 475.00 feet, to a point on the North boundary line of said Section 15; thence
Westerly a distance of 917.05 feet to the REAL POINT OF BEGINNING.

Except commencing at the common comer of Sections 10, 11, 14, 15, Township I North, Range 1 West, Boise-Meridian, Ada County, Idaho; thence
South 0°2'32" West a distance of353.28 feet; thence
North 89°50'18" West 540 feet to an iron pin, the REAL POINT OF BEGINNING; thence
North 0°2'32" East a distance of 328.28 feet to an iron pin; thence
North 89°50'18" West a distance of 323.28 feet to an iron pin; thence
South 0°2'32" West a distance of 175 feet to an iron pin; thence
North 89°50'18" West a distance of 248.91 feet to an iron pin; thence
North 0°2'32" East a distance of 175 feet to an iron pin; thence
North 89°50'18" West a distance of 621.95 feet to an iron pin; thence
South 0°4'30" East a distance of 328.28 feet to an iron pin; thence
South 89°50'18" East to the REAL POINT OF BEGINNING.

TOGETHER WITH:
A perpetual easement for ingress and egress more particularly described as follows:

Beginning at the quarter comer common to Sections 14 and 15, Township 1 North, Range 1 West, Boise-Meridian; thence
South 50 feet along the East side of said Section 15; thence
West 325 feet parallel to the North side of the Southeast quarter of said Section 15 to a point; thence
North 50 feet parallel to the East side of Section 15 to a point; thence

East 325 feet along the North side of said Southeast quarter of Section 15, to the REAL POINT OF BEGINNING.

PARCEL 13 (R5070110565):
A portion of Lot 2A of Kuna Cave Subdivision, according to the plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho, more particularly described as follows:

Commencing at the common comer of Sections 10, 11, 14 and 15, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho;
Thence South 0 degrees 2'32" West a distance of 353.28 feet; Thence
North 89 degrees 50'18" West a distance of 540 feet to an iron pin, the REAL POINT OF BEGINNING; Thence
North 0 degrees 2'32" East a distance of 328.28 feet to an iron pin; Thence
North 89 degrees 50'18" West a distance of 323.39 feet to an iron pin; Thence
South 0 degrees 2'32" West a distance of 175 feet to an iron pin; Thence
North 89 degrees 50'18" West a distance of 248.91 feet to an iron pin; Thence
North 0 degrees 2'32" East a distance of 175 feet to an iron pin Thence
North 89 degrees 50'18" West a distance of 621 .95 feet to an iron pin; Thence
South 0 degrees 4'30" East a distance of 328.28 feet to an iron pin; Thence
South 89 degrees 50'18" East to the REAL POINT OF BEGINNING.

PARCEL 14 (R5070110600):
A portion of Lot 2A of Kuna Cave Subdivision, according to the plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho, more particularly described as follows:

The East 366.82 feet of the North 475 feet of the West 917.05 feet of the Northwest quarter of the Northeast quarter of Section 15, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM Lot 7 of Kuna Cave Subdivision, according to the plat thereof tiled in Book 50 of Plats at page 4107, records of Ada County, Idaho.

PARCEL 15 (R5070111200):
Lot 7 of Kuna Cave Subdivision, according to the plat thereof filed in Book 50 of Plats at page 4107, records of Ada County, Idaho.

PARCEL 16 (R5070111000):
Lot 5 of Kuna Cave Subdivision, according to the plat thereof filed in Book 50 of Plats at page 4107, records of Ada County, Idaho.

EXHIBIT A-2

Silver Butte Holsteins, Inc. MCA 2021
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Canyon County, Idaho

PARCEL 1 (R28476012 0):
A parcel of land situated within the South ½ of Section 12, Township 1 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8" rebar with aluminum cap marking the West ¼ corner of said Section 12 (CP&F No. 2009021355) from which a 5/8" rebar, PLS 7732, marking the East ¼ corner of said Section 12 (CP&F No. 107115393) bears, South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12, South 00°41'08" West, 25.00 feet to the South right-of- way line of Rose Lane as described in a Deed,

recorded as Instrument No. 583951, Records of Canyon County, Idaho, and the REAL POINT OF BEGINNING;
Thence along said South right-of-way line, South 89°28'17" East, 5290.32 feet to the East boundary of said Section 12;

Thence along said East boundary, South 00°39'40" West, 92.08 feet;
Thence leaving said East boundary, North 88°39'34" West, 766.91 feet;
Thence South 01°20'26" West, 255.62 feet;
Thence South 88°39'34" East, 769.95 feet to the East boundary of said Section 12;
Thence along said East boundary, South 00°39'40" West, 2273.45 feet to a 5/8" rebar, PLS 7732, marking the Southeast corner of said Section 12 (CP&F No. 107115392);
Thence along the South boundary of said Section 12, North 89°29'00" West, 5291.44 feet to a found Brass cap marking the Southwest corner of said Section 12 (CP&F No. 200668379);
Thence along the West boundary of said Section 12, North 00°41'08" East, 2622.28 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM;
A parcel of land situated within the Northwest ¼ of the Southwest ¼ of Section 12, Township 1 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows;

Commencing at a found 5/8" rebar with aluminum cap marking the West ¼ corner of said Section 12 (CP&F No. 2009021355) from which a 5/8"rebar, PLS 7732, marking the East ¼ corner of said Section 12 bears, South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12, South 00°41'08" West, 17.11 feet to the centerline of a paved road; thence along said centerline , South 88°39'34" East, 176.83 feet; thence leaving said centerline, South 01°20'26" West, 25.00 feet to the REAL POINT OF BEGINNING;

Thence South 88°39'34" East, 330.02 feet;
Thence South 00°41'08" West, 330.02 feet;
Thence North 88°39'34" West, 330.02 feet;
Thence North 00°41'08" East, 330.02 feet to the REAL POINT OF BEGINNING.

PARCEL 2 (R28479014 0):
A portion of Section 13, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of said Section 13; thence
South 89°29'00" East, 5291.44 feet to the Northeast corner of said Section 13; thence
South 00°39'39" West, 2646.28 feet to the East ¼ corner of said Section 13; thence
South 00°35'48" West, 1325.46 feet to the South 1/16 corner of said Section 13; thence on the South boundary line of the North ½ of the Southeast ¼ of said Section 13
North 89°26'00" West, 1525.92 feet; thence leaving said South boundary line
North 00°34'00" East, 1324.56 feet to the East-West centerline of said Section 13; thence on said East-West centerline
North 89°28'02" West, 1868.40 feet; thence leaving said East-West centerline
North 47°02'23" West, 1867.62 feet; thence
North 89°28'04" West, 514.21 feet to the West boundary line of said Section 13; thence on said West boundary line
North 00°37'34" East, 1384.79 feet to the REAL POINT OF BEGINNING.

PARCEL 3 (R29032010 0):
The South Half of the Northeast Quarter of Section 29, Township 2 North, Range 1 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:
The North 464 feet of the East 350 feet of the Southeast Quarter of the Northeast Quarter of Section 29, Township 2 North, Range 1 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 4 (R20470000 0):
A parcel of land situated within the Northeast Quarter of the Southeast Quarter of Section 12, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8" rebar with aluminum cap marking the West Quarter corner of said Section 12 (CP&F No. 2009021355) from which a 5/8" rebar, PLS 7732, marking the East Quarter corner of said Section 12 (CP&F No. 107115393) bears, South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12
South 00°41'08" West, 17.11 feet to the centerline of a paved road; thence along said centerline
South 88°39'34" East, 5035.30 feet; thence leaving said centerline
South 01°20'26" West, 25.00 feet to the REAL POINT OF BEGINNING; thence

South 88°39'34" East, 255.67 feet to the East boundary of said Section 12; thence along said East boundary
South 00°39'40" West, 255.64 feet; thence leaving said East boundary
North 88°39'34" West, 258.71 feet; thence
North 01°20'26" East, 255.62 feet to the REAL POINT OF BEGINNING.

PARCEL 5 (R28476011 0):
A parcel of land situated within the Northeast Quarter of the Southeast Quarter of Section 12, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8" rebar with aluminum cap marking the West Quarter corner of said Section 12 (CP&F No. 2009021355) from which a 5/8" rebar, PLS 7732, marking the East Quarter corner of said Section 12 (CP&F No. 107115393) bears South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12
South 00°41'08" West, 17.11 feet to the centerline of a paved road; thence along said centerline
South 88°39'34" East, 4779.68 feet; thence leaving said centerline
South 01°20'26" West, 25.00 feet to the REAL POINT OF BEGINNING; thence

South 88°39'34" East, 255.62 feet; thence
South 01°20'26" West, 255.62 feet; thence
North 88°39'34" West, 255.62 feet; thence
North 01°20'26" East, 255.62 feet to the REAL POINT OF BEGINNING.

EXHIBIT B

Silver Butte Holsteins, Inc. MCA 2021
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with Mortgage by Silver Butte Holsteins, Inc.; Beus Livestock, LLC; Beus Farms Limited Partnership (a/k/a Beus Farms LTD, Partnership); Elizabeth A. Beus and Shane Beus; Beus Capital LLC; and Stephen E Beus and Becky A. Beus on land located in Ada and Canyon Counties, Idaho

(list specific additional Property, if any)

Irrigation Equipment

All irrigation equipment, of whatever kind, now owned or hereafter acquired.

Water Rights

Private Water Rights

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idvidual Diversion	Combined Diversion	Place of Use	Combined POU	AFA	Confirmed
							cfs	cfs	acres	acres		
Power Butte	63-15634	Beus Land & Cattle	Decreed	4/11/1960	Ground Water	Irrigation	6.97	6.97	675	675		Yes
	63-9875	Beus Land & Cattle	License	3/2/1982	Ground Water	Irrigation	0.9	0.9	45	45		Yes
	63-15637	UNB Farms of Idaho	Decreed	4/11/1965	Ground Water	Stockwater/Domestic	0.11	0.11				Yes
							TOTAL	7.87		720		

Flow Rate Analysis	CFS	GPM/CFS	GPM	GPM/POU	GPM/Crop Acre
	7.87	448.83	3532.29	4.91	5.56

Volume Analysis	POU acres	AF/Acre	AFA
	720	4.5	3240

Private Water Rights

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idvidual Diversion	Combined Diversion	Place of Use	Combined POU	AFA	Confirmed
							cfs	cfs	acres	acres		
Dairy Tract	63-3196-F	Beus Land & Cattle	Decreed	6/4/1960	Ground Water	Stockwater/Commercial	0.22	0.22			34.1	Yes
	63-3601-D	Beus Land & Cattle	Decreed	6/15/1967	Ground Water	Stockwater/Commercial	0.32	0.32			49.6	Yes
	63-3601-B	Beus Farms LTD	Decreed	6/15/1967	Ground Water	Irrigation	5.94	5.94	297	297		Yes
	63-3601-C	Beus Land & Cattle	Decreed	6/15/1967	Ground Water	Irrigation	0.09	0.08	4	4		Yes
	63-3196-E	Beus Land & Cattle	Decreed	3/4/1960	Ground Water	Irrigation	1.98	1.98	99.1	99.1		Yes
	63-12575	Shane Beus	Decreed	8/20/1979	Ground Water	Domestic	0.06	0.06				Yes
	63-10007	Shane Beus	Decreed	3/4/1983	Ground Water	Stockwater/Domestic	0.09	0.09				Yes

Private Water Rights

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Combined Diversion cfs	Place of Use acres	Combined POU acres	AFA	Confirmed
Heifer Tract	63-12498	Beus Livestock	License	10/29/1998	Ground Water	Stockwater	0.2	0.2				Yes
	63-21748	Kent Reed	Decreed	6/15/1939	Ground Water	Stockwater/domestic	0.07	0.07				Yes
							TOTAL	0.27		0		

Boise-Kuna Irrigation District		
Account #	Ownership	Assessed Acres
4108	Beus Livestock	72.14
		72.14

Private Water Rights

Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Idividual Diversion	Combined Diversion cfs	Place of Use acres	Combined POU acres	AFA	Confirmed
Svedin Tract	63-32034	Beus Capital LLC	Decreed	11/21/1962	Ground Water	Irrigation	2.76	2.76	201	201		Yes
	63-32469	Beus Capital LLC	Decreed	11/22/1962	Ground Water	Irrigation	0.26	0.26	19	19		Yes
							TOTAL	3.02		220		

Flow Rate	CFS	GPM/CFS	GPM	GPM/POU	GPM/Crop Acre
Analysis	3.02	449.83	1355.47	6.16	8.02

Volume	POU acres	AF/Acre	AFA
Analysis	220	4.5	990

Boise-Kuna Irrigation District		
Account #	Ownership	Assessed Acres
687	Silver Butte Holsteins	46.27
		46.27

RECEIVED
Mar 04, 2024
DEPARTMENT OF
WATER RESOURCES

PioneerTitleCo.
GOING BEYOND

8151 W. Rifleman Street
Boise, ID 83704

Date: January 11, 2024

Rabo AgriFinance
Attn: Deanna Peterson
14767 N Outer 40 Road, Ste. 400
Chesterfield, MO 63017

Re:	File No.:	832411
	Borrower:	Silver Butte Holsteins Inc. Beus Capital LLC
	Property Address:	00 South Robinson Road, Kuna, ID 83634 6220 West Kuna Cave Road, Kuna, ID 83634
	Reference/Loan #	

Attached is the original title policy for the transaction identified above. The recorded Deed of Trust will be mailed under separate cover.

If you have any questions, please contact your Title Officer named below.

Sincerely,

Tavia Steiner, Title Officer
Ph: (208) 373-3703
Email: TSteiner@pioneertitleco.com

Enclosures

LOAN POLICY OF TITLE INSURANCE

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

Policy Number **LX-15886102** **File Number: 832411**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe *President*

Attest David Wold *Secretary*

COVERED RISKS con't

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7.The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8 Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage

(a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
(b) failure of any person or Entity to have authorized a transfer or conveyance;
(c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
(d) failure to perform those acts necessary to create a document by electronic means authorized by law;
(e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
(f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
(g) a defective judicial or administrative proceeding.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.

11. The lack of priority of the lien of the Insured Mortgage upon the Title

(a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
  (i) contracted for or commenced on or before Date of Policy; or
  (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
(b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.

12.The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.

13.The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title

(a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
(b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
  (i) to be timely, or
  (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  (i) the occupancy, use, or enjoyment of the Land;
  (ii) the character, dimensions, or location of any improvement erected on the Land;
  (iii) the subdivision of land; or
  (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  (c) resulting in no loss or damage to the Insured Claimant;
  (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

EXCLUSIONS FROM COVERAGE con't

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of:

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.
(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. **NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. **PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. **DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. **OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i)To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i)The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights. The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. **ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. **SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. **CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. **NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

PioneerTitleCo.
GOING BEYOND

Loan Policy

Policy Issuing Agent For:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: 832411

Policy No.: LX-15886102

Reference No.:

Address Reference: 00 South Robinson Road, Kuna, ID 83634
6220 West Kuna Cave Road, Kuna, ID 83634

Date of Policy:
August 9, 2023 at 9:34AM
Amount of Insurance:
$12,395,000.00
Premium: $15,843.00

Endorsement Premium: $575.00

Schedule A

1. Name of Insured:

   Rabo AgriFinance LLC, a Delaware limited liability company

2. The estate or interest in the land which is encumbered by the insured mortgage is:

   Fee Simple as to Parcels 1 through 16 of Ada County and Fee Simple as to Parcels 1 through 5 of Canyon County and an Easement interest for ingress and egress as to Parcels 1A, 2A, 5A and 6A

3. Title to the estate or interest in the land is vested in:

PARCELS 1, 2, 3, 4, 5, 6:
Silver Butte Holsteins, Inc., an Idaho corporation
AND
Beus Capital LLC, an Idaho limited liability company

PARCELS 7 AND 8:

Stephen E. Beus and Becky A. Beus, husband and wife

PARCELS 9 AND 10:
Beus Farms Ltd, Partnership

PARCELS 11 AND 12:
Beus Farms Limited Partnership, an Idaho limited partnership

PARCELS 13, 14, 15 AND 16:
Shane Beus and Elizabeth A. Beus, husband and wife

CANYON COUNTY PARCELS:
PARCELS 1 AND 2: Stephen E. Beus and Becky A. Beus, husband and wife
PARCEL 3: Beus Livestock, LLC, an Idaho limited liability company

PARCELS 4 AND 5: Silver Butte Holsteins, Inc., an Idaho corporation

4. The insured mortgage and assignments thereof, if any, are described as follows:

Mortgage to secure an indebtedness of $31,347,000.00, and any other obligations secured thereby.

Dated:	July 17, 2023
Mortgagor:	Silver Butte Holsteins, Inc etc.
Mortgagee:	RABO Agrifianance LLC
Recorded:	August 8, 2023
Instrument No.:	2023-045304
Re-Recorded:	August 9, 2023
Instrument No.:	2023-045457(Ada County)
Recorded:	August 9, 2023
Instrument No.:	2023-025444 (Canyon County)

Notwithstanding the fact that the Mortgage insured above is in the sum of $31,347,000.00, the total liability of the Company under this Policy does not exceed $12,395.00. Any reduction of the debt shall reduce pro tanto the liability of the Company under this Policy.

5. The land referred to in the Policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

6. This Policy incorporates by reference those ALTA endorsements selected below:

	4-06	(Condominium)
	4.1-06	
	5-06	(Planned Unit Development)
	5.1-06	
X	6-06	(Variable Rate)
	6.2-06	(Variable Rate – Negative Amortization)
	8.1-06	(Environmental Protection Lien) Paragraph b refers to the following state statutes:
	9-06	(Restrictions, Encroachments, Minerals)
	13.1-06	(Leasehold Loan)
X	14-06	(Future Advance – Priority)
	14.1-06	(Future Advance – Knowledge)
	14.3-06	(Future Advance – Reverse Mortgage)
	22-06	(Location) The type of improvement is a , and the street is as shown above.

Schedule B – Part I

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B – Part II, this policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties on possession not shown by the public records.

2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matter contradictory to any survey plat shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

The Following Exceptions Affect Parcel 1, 2, 3, 4, 5 and 6:

1. General taxes for the year 2023, which are liens and are not yet due and payable.
   Parcel No.: 85 S2208130000
   Parcel No.: 91 S2208417200
   Parcel No.: 273 S2217233650
   Parcel No.: 91 S2208311250
   Parcel No.: 85 S2208121100
   Parcel No.: 85 S2208244600

2. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
   Ada County Billing Service
   Ph: (208) 287-6800

3. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
   District: Boise-Kuna Irrigation District
   Ph: (208) 922-5608

4. Rights of way as disclosed by available maps.
   For: Waldvogel Canal
   Location: Westerly Boundary of Parcel 1

5. Rights of way as disclosed by available maps.
   For: Waldvogel Canal
   Location: Northerly Boundary of Parcel 3

6. Rights of way as disclosed by available maps.
   For: Waldvogel Canal
   Location: Easterly Boundary of Parcel 4

7. Rights of way as disclosed by available maps.
   For: Waldvogel Canal
   Location: Northerly Boundary of Parcel 5

8. Rights of way as disclosed by available maps.
   For: Waldvogel Canal
   Location: Westerly Boundary of Parcel 6

9. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads.

10. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For:	Power Lines
In Favor of:	Idaho Power Company
Recorded:	December 18, 1941
Instrument No.:	209410 in Book 17 at Page 619
Affects:	Parcels 4 and 5

11. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For:	Power Lines
In Favor of:	Idaho Power Company
Recorded:	August 8, 1963
Instrument No.:	562923
Affects:	Parcel 3

12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For:	Power Lines
In Favor of:	Idaho Power Company
Recorded:	September 17, 1967
Instrument No.:	565960
Affects:	Parcels 2 and 3

13. Reservations contained in Deed
    Dated: February 15, 1982
    Executed by: Irvin W. Boehlke and Doris Jean Boehlke
    In Favor Of: Stephen R. and Lauren S. Boehlke
    Recorded: February 17, 1982
    Instrument No.: 8206218
    Affects: Parcel 3

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
    For: Underground Power Lines
    In Favor of: Idaho Power Company
    Recorded: January 30, 1984
    Instrument No.: 8404542
    Affects: Parcel 3

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
    For: Maintain Pond, Pump and Pipeline
    In Favor of: Adjacent Property Owner
    Recorded: January 28, 1987
    Instrument No.: 8705729
    Affects: Parcel 3

16. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 4832
    Recorded: December 9, 1999
    Instrument No.: 99117617
    Affects: Parcels 2 and 6

17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
    For: An exclusive easement for obtaining irrigation water and maintenance, repair and replacement of an existing concrete irrigation ditch
    In Favor of: Robert A. Svedin and Ellen K. Svedin
    Recorded: June 30, 2000
    Instrument No.: 100051730
    Affects: Parcel 3

18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
    For: Ingress/Egress
    In Favor of: Lonnie L. Svedin
    Recorded: August 11, 2005
    Instrument No.: 105112763
    Affects: Parcels 2 and 4

19. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 7176
    Recorded: December 20, 2005
    Instrument No.: 105193808
    Affects Parcel 3

20. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 7177
    Recorded: December 20, 2005
    Instrument No.: 105193809
    Affects: Parcels 1, 2, 5 and 6

21. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
    For: Ingress/Egress
    In Favor of: Lonnie L. Svedin
    Recorded: March 15, 2006
    Instrument No.: 106039692
    Affects: Parcel 4

22. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 7374
    Recorded: May 8, 2006
    Instrument No.: 106072062
    Affects: Parcel 4

The Following Exceptions Affect Parcels 7 and 8:

23. General taxes for the year 2023, which are liens and are not yet due and payable.
    Parcel No.: 273 S2218212420
    Parcel No.: 85 S2207233825

24. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
    Ada County Billing Service
    Ph: (208) 287-6800
    No search made.

25. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
    District: Boise-Kuna Irrigation District
    Ph: (208) 922-5608
    No search made.

26. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads.

27. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Swan Falls Power
    Recorded: November 4, 1911
    Instrument No.: 39224 in Book 100 of Deeds a tPage 190

28. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: April 14, 1953
    Instrument No.: 344571 in Book 25 Misc. at Page 631

29. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
    Recorded: September 21, 1965
    Instrument No.: 623114 in Book 527 Deeds at Page 114

30. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
    Recorded: September 21, 1965
    Instrument No.: 623114 in Book 527 Deeds at Page 114

31. Terms, conditions, and provisions of Grant of Roadway Easement Agreement Between: Sue Kobe, John Kobe, Edward Kobe, Victor Kobe and Clayter F. Forsgren and Diane B Forsgren Dated: March 31, 1967 Recorded: June 21, 1974 Instrument No.: 891928

32. Covenants, conditions, restrictions and easements contained in Deed.
    Recorded: January 22, 1975
    Instrument No.: 912766

33. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 9144
    Recorded: March 6, 2012
    Instrument No.: 112020606

34. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 8, 2021
    Instrument No.: 2021-146536

35. Memorandum of Option
    By and Between: Silver Butte Holsteins, Inc., an Idaho corporation, Beus Capital, LLC, an Idaho limited liability company, Powers Butte energy Center, LLC, a Delware limited liability company
    Recorded: June 28, 2022
    Instrument No.: 2022-059268

36. Memorandum of Option
By and Between: Stephen E. Beus and Becky A. Beus, husband and wife and Powers Butte energy Center, LLC, a Delaware limited liability company
Recorded: July 11, 2022
Instrument No.: 2022-062470

The Following Exceptions Affect Parcels 9 and 10:

37. General taxes for the year 2023, which are liens and are not yet due and payable.
Parcel No.: 274 R5070110102
Parcel No.: 274 R5070110200
Parcel No.: 274 R5070110300
Parcel No.: 274 S2214314825

38. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
Ada County Billing Service
Ph: (208) 287-6800

39. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Boise-Kuna Irrigation District
Ph: (208) 922-5608

40. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: Kuna Cave Subdivision
Book/Page: 50/4107

41. Reservations in United States Patent or State Deeds.
Recorded: September 7, 1965
Instrument No.: 620682
Book/Page: 526/17

42. Terms, conditions, and provisions of License Agreement Between: M.R. Montierth and Golda Montierth and Stephen E. Beus and Becky Ann Beus and Golf Oil Corporation, a Pennsylvania Corporation Dated: January 8, 1974 Recorded: August 13, 1974 Instrument No.: 895921 The lessee's interest in said lease was assigned by Instrument To: Occidental Geothermal, Inc A California Corporation Dated: August 11, 1977 Recorded: August 24, 1977 Instrument No.: 7740307 The lessee's interest in said lease was assigned by Instrument To: Dean E. Beus and Elaine Beus, husband and wife Dated: August 21, 1985 Recorded: August 27, 1985 Instrument No.: 8545364

43. Terms, conditions, and provisions of Well and Mainline Sharing Agreement Between: Herbert and Golda Darlene Montierth, Dean E. Beus and Elaine Beus and Shane Beus Recorded: December 13, 1978 Instrument No.: 7865888

44. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, an Idaho corporation
Recorded: October 7, 1980
Instrument No.: 8047691

45. Terms, conditions, and provisions of Well and Mainline Sharing Agreement Between: Dean E. Beus and Elaine Beus, husband and wife, ET AL and Herbert R. Montierth and Golda Montierth, husband and wife, ET AL Dated: August 21, 1985 Recorded: August 27, 1985 Instrument No.: 8545365

46. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, an Idaho corporation
    Recorded: April 24, 1974
    Instrument No.: 882830

47. Terms, conditions, and provisions of Assignment of Water Rights, Water License and Well Agreement
    Between: Beus Family Limited Partnership and Robert O. Nichols and Karen Nichols, husband and wife
    Dated: October 12, 1995
    Recorded: October 24, 1995
    Instrument No.: 95078058

48. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 3300
    Recorded: August 22, 1995
    Instrument No.: 95059611

The Following Exceptions Affect Parcels 11 and 12:

49. General taxes for the year 2023, which are liens and are not yet due and payable.
    Parcel No.: 274 R5070110105
    Parcel No.: 274 R5070110505

50. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
    Ada County Billing Service
    Ph: (208) 287-6800

51. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
    District: Boise-Kuna Irrigation District
    Ph: (208) 922-5608

52. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads.

53. Covenants, conditions, restrictions and easements as set forth on the plat.
    Name of Plat: Kuna Cave Subdivision
    Book/Page: 50/4107

54. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Herbert R. Montierth and Golda Darlene Montierth
    Recorded: December 22, 1978
    Instrument No.: 7811006 and 7811007

55. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 7, 1980
    Instrument No.: 8047691

56. Terms, conditions, and provisions of Well and Mainline Sharing Agreement Between: Dean E. Beus and Elaine Beus, husband and wife and Herbert R. Montierth and Golda Montierth, husband and wife Dated: August 21, 1985 Recorded: August 27, 1985 Instrument No.: 8545365

57. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Survey No.: 3296
    Recorded: August 17, 1995
    Instrument No.: 95058565

The Following Exceptions Affect Parcels 13, 14, 15 and 16:

58. General taxes for the year 2023, which are liens and are not yet due and payable.
    Parcel No.: 274 R5070110565
    Parcel No.: 274 R5070110600
    Parcel No.: 274 R5070111000
    Parcel No.: 274 R5070111200

59. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
    Ada County Billing Service
    Ph: (208) 287-6800

60. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
    District: Boise-Kuna Irrigation District
    Ph: (208) 922-5608

61. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads.

62. Covenants, conditions, restrictions and easements as set forth on the plat.
    Name of Plat: Kuna Cave Subdivision
    Book/Page: 50/4107

63. Reservations in United States Patent or State Deeds.
    Recorded: September 7, 1965
    Instrument No.: 620682
    Book/Page: 526/17

64. Terms, conditions, and provisions of Lease and Agreement Between: M.R. Montierth and Golda Montierth ET AL and Gulf Oil Corporation, a Pennsylvania Corporation Dated: January 8, 1974 Recorded: August 13, 1984 Instrument No.: 895921 The lessee's interest in said lease was assigned by Instrument To: Dean E. Beus and Elaine Beus, husband and wife Recorded: August 27, 2015 Instrument No.: 8545364 The lessee's interest in said lease was assigned by Instrument To: Occidental Geothermal, Inc., a California corporation Recorded: August 24, 1977 Instrument No.: 7740307

65. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, an Idaho corporation
    Recorded: October 7, 1980
    Instrument No.: 8545365

66. Terms, conditions, and provisions of Well and Mainline Sharing Agreement Between: Dean E. Beus and Elaine Beus, ETAL and Herbert R. Montierth and Golda Montierth, ET AL Dated: August 21, 1985 Recorded: August 27, 1985 Instrument No.: 8545365

67. Terms, conditions, and provisions of Road Maintenance Agreement
    Between: Adjoining Land Owners
    Dated: July 17, 2014
    Recorded: July 22, 2014
    Instrument No.: 2014-058185

The Following Exceptions Affects Canyon County Parcels 1, 2, 3, 4 and 5:

68. General taxes for the year 2023, which are liens and are not yet due and payable.

69. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
    District: Boise-Kuna Irrigation District
    Ph: (208) 922-5608

70. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads including but not limited to S. Can Ada Road along the East line of said parcels, Rose Lane along the North line of Parcel 1 and Southside Blvd. aka Central Southside Blvd. along the West boundary of Parcels 1 and 2

71. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, an Idaho corporation
    Recorded: August 27, 1968
    Instrument No.: 616515
    Affects: That portion of Parcel 1 lying within the NW1/4 of the SE1/4 of said Section 12, the exact location of which is undisclosed of record.

72. Right for Power lines granted to Idaho Power Company as disclosed in United States Patent recorded March 2, 1988 as Instrument No. 8804053.

73. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: January 13, 1998
Instrument No.: 9801167
Affects: A portion of Parcel 2

74. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: January 13, 1998
Instrument No.: 9801168
Affects: A portion of Parcel 2 all of Parcel 3 and other lands

75. Terms and provisions in Grant of Easements and Maintenance Declaration recorded June 29, 1999 as Instrument No. 9925392.
Affects: A portion of Parcel 2

76. Covenants, Conditions, Restrictions, Reservations, and Easements
Dated: June 23, 1999
Executed by: Charlotte L. Day and Charlotte L. Day as Trustee for the benefit of Roger John Day
Recorded: June 29, 1999
Instrument No.: 9925393
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

77. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: September 14, 2004
Instrument No.: 200451385
Affects all parcels and other lands

78. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: February 16, 2007
Instrument No.: 2007011811
Affects all parcels and other lands

79. Terms and provisions in Domestic Water Service and Facility Agreement
Dated: April 18, 2007
By and Between: BPB Development Corp. and Rio B LLC, HWHL LLC and Normco LLC
Recorded: May 7, 2007
Instrument No.: 2007031214.
Corrected Copy of Agreement recorded August 27, 2008 as Instrument No. 2008046841.
Affects all parcels and other lands

80. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: BPB Development Corp.
Recorded: April 6, 2009
Instrument No.: 2009016893
Affects: The northerly portion of Parcel 1.

81. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Silver Butte Holsteins, Inc., an Idaho corporation
    Recorded: December 17, 2018
    Instrument No.: 2018-056633

82. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Recorded: December 18, 2018
    Instrument No.: 2018-056985

83. Terms, conditions, and provisions of DSD Director Administrative Decision Agreement:
    Between: Canyon County and Steven Beus
    Dated: December 19, 2018
    Recorded: December 20, 2018
    Instrument No.: 2018-057325

84. Terms, conditions, and provisions of Road Maintenance and Users Agreement
    Dated: September 28, 2021
    Recorded: September 28, 2021
    Instrument No.: 2021-067536

85. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 8, 2021
    Instrument No.: 2021-069869

86. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 8, 2021
    Instrument No.: 2021-069871

87. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 8, 2021
    Instrument No.: 2020-069880

88. All matters, rights, easements, interests or claims as disclosed by Record of Survey
    Recorded: November 1, 2021
    Instrument No.: 2021-075409

The Following Exceptions Affect All Parcels in Ada and Canyon County:

89. Unrecorded Leaseholds, if any, rights of parties in possession other than the vestees herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.

END OF SCHEDULE B – PART I

Schedule B – Part II

In addition to the matters set forth in Part I of this Schedule, the title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

1. Terms and provisions of Subordination, Non-disturbance and Attornment Agreement
   Between: Powers Butte Energy Center, LLC, a Delaware limited liability company and Rabo Agrifinance LLC, a Delaware limited liability company
   Recorded: October 20, 2023
   Instrument No.: 2023-059609 (Ada County)
   Instrument No.: 2023-034099 (Canyon County)
2. Terms and provisions of Subordination, Non-disturbance and Attornment Agreement
   Between: Powers Butte Energy Center, LLC, a Delaware limited liability company and Rabo Agrifinance LLC, a Delaware limited liability company
   Recorded: October 20, 2023
   Instrument No.: 2023-059610 (Ada County)
   Instrument No.: 2023-034100 (Canyon County)

END OF SCHEDULE B – PART II

EXHIBIT A

PARCEL 1 (S2208130000):
A parcel located in the South Half of the Northeast Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the Southeasterly corner of said South Half of the Northeast Quarter from which a 5/8-inch diameter iron marking the Southwesterly corner of said South Half of the Northeast Quarter bears
North 89°23'30" West a distance of 2640.21 feet; thence
North 89°23'30" West along the Southerly boundary of said South Half of the Northeast Quarter a distance of 2640.21 feet to a 5/8-inch diameter iron marking the Southwesterly corner of said South Half of the Northeast Quarter; thence
North 0°26'12" East along the Westerly boundary of said South Half of the Northeast Quarter a distance of 1323.28 feet to a 5/8-inch diameter iron pin marking the Northwesterly corner of said South Half of the Northeast Quarter; thence
South 89°25'51" East along the Northerly boundary of said South Half of the Northeast Quarter a distance of 2640.82 feet to a 5/8-inch diameter iron pin marking the Northeasterly corner of said South Half of the Northeast Quarter; thence
South 0°27'47" West along the Easterly boundary of said South half of the Northeast Quarter a distance of 1325.08 feet to the REAL POINT OF BEGINNING;

PARCEL 1A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence
South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 2 (S2208417200):
A parcel located in the South Half of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Southeasterly corner of said South Half of Section 8 from which a 5/8-inch diameter iron pin marking the Southwesterly corner of said South Half of Section 8 bears
North 89°30'47" West a distance of 2638.97 feet; thence
North 89°30'47" West along the Southerly boundary of said South Half of Section 8 a distance of 3545.36 feet to a point on the centerline of the Waldvogel Canal; thence along said canal centerline the following described courses; thence leaving said Southerly boundary
North 4°37'15" East a distance of 2026.52 feet to a point; thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing North 24°35'31" East a distance of 197.41 feet to a point; thence
North 44°33'47" East a distance of 607.53 feet to a point on the Northerly boundary of said South Half of Section 8; thence leaving said canal centerline
South 89°23'30" East along said Northerly boundary a distance of 2894.98 feet to a brass cap monument marking the Northeasterly corner of said South Half of Section 8; thence
South 0°22'00" West along the Easterly boundary of said South Half of Section 8 South 0°22'00" West a distance of 74.68 feet to a brass cap monument;
South 0°22'00" West a distance of 74.68 feet to a brass cap monument; thence continuing along said Easterly boundary
South 0°27'59" West a distance of 2557.10 feet to the REAL POINT OF BEGINNING.

PARCEL 2A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 3 (S2217233650):
A parcel located in the West Half of the Northwest Quarter of Section 17, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Southwesterly corner of said West Half of the Northwest Quarter from which a half inch diameter iron pin marking the Northwesterly corner of said West half of the Northwest Quarter bears
North 0°30'55" East a distance of 2668.61 feet; thence

North 0°30'55" East along the Westerly boundary of said West Half of the Northwest Quarter a distance of 1334.31 feet to a point on the centerline of the Waldvogel Canal, said point also being the Northwesterly corner of the Southwest Quarter of the Northwest Quarter of said Section 17; thence leaving said Westerly boundary
North 80°42'04" East along said centerline a distance of 1129.96 feet to a point; thence continuing along said centerline a distance of 217.30 feet along the arc of a 740.00 foot radius curve left, said curve having a central angle of 16°49'29" and a long chord bearing
North 72°17'20" East a distance of 216.52 feet to a point on the Easterly boundary of said West Half of the Northwest Quarter; thence leaving said centerline
South 0°31'59" West along said Easterly boundary a distance of 997.79 feet to a half inch diameter iron pin; thence leaving said Easterly boundary
North 89°34'17" West a distance of 513.69 feet to a half inch diameter iron pin; thence
South 0°30'55" West a distance of 211.84 feet to a half inch diameter iron pin; thence
North 89°34'17" West a distance of 400.00 feet to a half inch diameter iron pin; thence
South 0°30'55" West a distance of 193.00 feet to a half inch diameter iron pin; thence
North 89°34'17" West a distance of 106.00 feet to a half inch diameter iron pin; thence
South 0°30'55" West a distance of 190.00 feet to a half inch diameter iron pin on the Southerly boundary of said West Half of the Northwest Quarter; thence
North 89°34'17" West along said Southerly boundary a distance of 299.08 feet to the REAL POINT OF BEGINNING.

PARCEL 4 (S2208311250):
A parcel located in the South Half of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a half inch diameter pin marking the Southwesterly corner of said Southwest Quarter from which a 5/8-inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter bears
North 0°24'32" East a distance of 2642.96 feet; thence
North 0°24'32" East along the Westerly boundary of said South Half of the Southwest Quarter a distance of 776.48 feet to a 5/8-inch diameter iron pin; thence leaving said Westerly boundary
South 89°27'09" East a distance of 450.00 feet to a 5/8-inch diameter pin; thence
North 0°24'32" East a distance of 545.00 feet to a 5/8-inch diameter pin on the Northerly boundary of said South Half of the Southwest Quarter; thence along said Northerly boundary
South 89°27'09" East a distance of 1379.74 feet to a point on the centerline of the Waldvogel Canal; thence leaving said Northerly boundary
South 4°37'15" West along said centerline a distance of 1322.98 feet to a point on the Southerly boundary of said South Half of the Southwest Quarter; thence leaving said centerline
North 89°30'47" West along said Southerly boundary a distance of 1732.58 feet to the REAL POINT OF BEGINNING.

PARCEL 5 (S2208121100):

A parcel located in the Northwest Quarter of the Northeast Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Northeasterly corner of said Northwest Quarter of the Northeast Quarter from which a 5/8-inch diameter iron pin marking the Northwesterly corner of said Northwest Quarter of the Northeast Quarter bears
North 89°28'12" West a distance of 1320.71 feet; thence
North 89°28'12" West along the Northerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 90.57 feet to a point on the centerline of the Waldvogel Canal; thence along said canal centerline the following described courses; thence leaving said Northerly boundary:
South 26°02'58" West a distance of 31.45 feet to a point; thence a distance of 218.69 feet along the arc of a 345.00 foot radius curve right, said curve having a central angle of 36°19'09" and a long chord bearing
South 44°12'33" West a distance of 215.05 feet to a point; thence a distance of 202.04 feet along the arc of a 257.00 foot radius curve left, said curve having a central angle of 45°02'32" and a long chord bearing
South 39°50'51" West a distance of 196.87 feet to a point; thence a distance of 153.01 feet along the arc of a 285.00 foot radius curve right, said curve having a central angle of 30°45'37" and a long chord bearing
South 32°42'24" West a distance of 151.18 feet to a point; thence a distance of 591.32 feet along the arc of a 1240.00 foot radius curve right, said curve having a central angle of 27°19'21" and a long chord bearing
South 61°44'53" West a distance of 585.73 feet to a point; thence
South 75°24'33" West a distance of 308.22 feet to a point; thence a distance of 55.84 feet along the arc of a 168.00 foot radius curve left, said curve having a central angle of 19°02'43" and a long chord bearing
South 65°53'12" West a distance of 55.59 feet to a point on the Westerly boundary of said Northwest Quarter of the Northeast Quarter; thence leaving said canal centerline
South 0°26'12" West along said Westerly boundary a distance of 473.51 feet to a 5/8-inch diameter iron pin marking the Southwesterly corner of said Northwest Quarter of the Northeast Quarter; thence
South 89°25'51" East along the Southerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 1320.41 feet to a 5/8-inch diameter iron pin marking the Southeasterly corner of said Northwest Quarter of the Northeast Quarter; thence
North 0°27'00" East along the Easterly boundary of said Northwest Quarter of the Northeast Quarter a distance of 1324.18 feet to the POINT OF BEGINNING.

PARCEL 5A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence

South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary
North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 6 (Parcel S2208244600):
A parcel located in the Northwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron pin marking the Southeasterly corner of said Northwest Quarter (center one-quarter corner) from which a 5/8-inch diameter iron pin marking the Northeasterly corner of said Northwest Quarter (one-quarter corner) bears
North 0°26'12" East a distance of 2646.55 feet; thence
North 0°26'12" East along the Easterly boundary of said Northwest Quarter a distance of 1796.78 feet to a point on the centerline of the Waldvogel Canal; thence along said centerline the following described courses; thence leaving said Easterly boundary a distance of 108.35 feet along the arc of a 168.00 foot radius non-tangent curve left, said curve having a central angle of 36°57'08" and a long chord bearing South 37°53'16' West a distance of 106.48 feet to a point; thence
South 19°24'42" West a distance of 43.73 feet to a point; thence a distance of 364.44 feet along the arc of a 1039.00 foot radius curve left, said curve having a central angle of 20°05'49" and a long chord bearing South 9°21'48" West a distance of 362.57 feet to a point; thence
South 0°41'07" East a distance of 1047.47 feet to a point; thence a distance of 223.49 feet along the arc of a 283.00 foot radius curve right, said curve having a central angle of 45°14'54" and a long chord bearing South 21°56'20" West a distance of 217.73 feet to a point; thence
South 44°33'47" West a distance of 86.52 feet to a point on the Southerly boundary of said Northwest Quarter; thence leaving said centerline
South 89°23'30" East along the Southerly boundary a distance of 254.76 feet to the POINT OF BEGINNING.

PARCEL 6A: Together with an easement for ingress and egress along the south boundary of Parcel 4 herein, more particularly described as follows:

An easement for ingress and egress purposes located in the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at a ½ inch diameter iron pin marking the Southwesterly corner of said Southwest Quarter of the Southwest Quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Southwest Quarter of the Southwest Quarter bears North 0°24'32" East, a distance of 1321.48 feet; thence South 89°30'47" East along the Southerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 1319.48 feet to the Southeasterly corner of said Southwest Quarter of the Southwest Quarter; thence
North 0°25'22" East along the Easterly boundary of said Southwest Quarter of the Southwest Quarter a distance of 12.00 feet to a point; thence leaving said Easterly boundary

North 89°30'47" West a distance of 1319.49 feet to a point on the Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence
South 0°24'32" West along said Westerly boundary a distance of 12.00 feet to the POINT OF BEGINNING.

AND

An easement for ingress-egress purposes located in the S½ of Section 8, Township 1, North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a ½ inch diameter iron pin marking the southwesterly corner of said S½ from which a 5/8 inch diameter iron pin marking the southeasterly corner of said S½ of bears S89°30'47"E a distance of 5277.94 feet;

Thence S89°30'47"E along the southerly boundary of said S½ a distance of 1319.48 feet to the southeasterly corner of the SW¼ of the SW¼ of said Section 8;

Thence continuing S89°30'47"E a distance of 425.12 feet to a point;

Thence leaving said southerly boundary N4°37'15"E a distance of 2025.66 feet to a point;

Thence a distance of 193.10 feet along the arc of a 277.00 foot radius curve right, said curve having a central angle of 39°56'32" and a long chord bearing N24°35'31"E a distance of 189.22 feet to a point;

Thence N44°33'47"E a distance of 602.43 feet to a point;

Thence S89°23'30"E a distance of 349.66 feet to a point;

Thence N0°36'30"E a distance of 12.00 feet to a point on the northerly boundary of said S½;

Thence N89°23'30"W along said northerly boundary a distance of 354.76 feet to a point;

Thence S44°33'47"W a distance of 607.53 feet to a point;

Thence a distance of 201.47 feet along the arc of a 289.00 foot radius curve left, said curve having a central angle of 39°56'32" and a long chord bearing S24°35'31"W a distance of 197.41 feet to a point;

Thence S4°37'15"W a distance of 2014.49 feet to a point;

Thence N89°30'47"W a distance of 413.97 feet to a point on the easterly boundary of said SW¼ of the SW¼;

Thence S0°25'22"W a distance 1 2.00 feet to the POINT OF BEGINNING.

PARCEL 7 (S2218212420):
The Northwest Quarter of Section 18, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

PARCEL 8 (S2207233825):
That portion of Government Lot 2, Section 7, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 2; thence
North 400.00 feet; thence
East 79.00 feet to the North-South line that runs midway between the major pump (on this property) and the sheet metal cellar (on adjoining property to the East); thence
South 400.00 feet; thence
West 79.00 feet to the POINT OF BEGINNING.

PARCEL 9 (R5070110102, R5070110200, R5070110300):
A parcel of land situated in a portion of Lots 1 and 2 of Block 1 of Kuna Cave Subdivision, Sections 14 and 15, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, shown on Record of Survey for Shane Beus recorded in Ada County Recorders office and described as follows:

Beginning at the Northeast corner of said Lot 1 in Block 1, a ½ inch steel pin South 00 degree 00'39" West a distance of 2583.41 feet to a ½ inch steel pin; thence
South 89 degrees 54'58" West a distance of 3406.63 feet to a ½ inch steel pin; thence
North 00 degree 02'32" East a distance of 1288.35 feet to a ½ inch steel pin; thence
South 89 degrees 55'37" West a distance of 515.00 feet to a ½ inch steel pin; thence
North 00 degrees 02'32" East a distance of 1296.45 feet to a ½ inch steel pin; thence
North 89 degrees 56'16" East a distance of 3920.20 feet to the POINT OF BEGINNING.

PARCEL 10 (S2214314825):
The North half of the Southwest quarter of Section 14, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

PARCEL 11 (R5070110105):
A parcel of land situated in a portion of Lot 1 of Kuna Cave Subdivision, according to the plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho and described as follows:

Beginning at the Southwest corner of said Lot 1 to a half inch steel pin North 0°02'32" East a distance of 1,320.00 feet to a half inch steel pin; thence
North 89°55'37" East a distance of 515.00 feet to a half inch steel pin; thence

South 0°02 '32" West a distance of 1,320.00 feet to a half inch steel pin; thence
South 89°54'58" West a distance of 515.00 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following:
A portion of Section 14, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest comer of Section 14; thence
South 0°02'32" West 1296.45 feet to the 1/16th corner; thence
North 89°55'37" East 275 feet to the REAL POINT OF BEGINNING; thence continuing
North 89°55'37" East 240 feet to a point; thence
South 0°02'32" West 300 feet to a point; thence
South 89°55'37" West 240 feet to a point; thence
North 0°02'32" East 300 feet to the REAL POINT OF BEGINNING.

Now known as part of Lot 2 of Kuna Cave Subdivision, according to the official plat thereof, filed in Book 50 of Plats at Page 4107, records of Ada County Idaho.

PARCEL 12 (R5070110505):
Lot 2A of Kuna Cave Subdivision, according to the official plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho.

EXCEPT those 2 portions of Lot 2A more particularly described as follows:

Except commencing at the Northwest corner of the Northeast quarter of Section 15, Township 1 North, Range 1 West, Boise-Meridian, Ada County, Idaho; thence Southerly in a straight line parallel to the West boundary of said Section 15,475.00 feet to a point; thence
Easterly in a straight line parallel to the North boundary of said Section 15, 917.05 feet to a point; thence
Northerly in a straight line parallel to the West boundary of said Section 15, a distance of 475.00 feet, to a point on the North boundary line of said Section 15; thence
Westerly a distance of 917.05 feet to the REAL POINT OF BEGINNING.

Except commencing at the common comer of Sections 10, 11, 14, 15, Township I North, Range 1 West, Boise-Meridian, Ada County, Idaho; thence
South 0°2'32" West a distance of353.28 feet; thence
North 89°50'18" West 540 feet to an iron pin, the REAL POINT OF BEGINNING; thence
North 0°2'32" East a distance of 328.28 feet to an iron pin; thence
North 89°50'18" West a distance of 323.28 feet to an iron pin; thence
South 0°2'32" West a distance of 175 feet to an iron pin; thence
North 89°50'18" West a distance of 248.91 feet to an iron pin; thence
North 0°2'32" East a distance of 175 feet to an iron pin; thence
North 89°50'18" West a distance of 621.95 feet to an iron pin; thence
South 0°4'30" East a distance of 328.28 feet to an iron pin; thence

South 89°50'18" East to the REAL POINT OF BEGINNING.

TOGETHER WITH:
A perpetual easement for ingress and egress more particularly described as follows:

Beginning at the quarter comer common to Sections 14 and 15, Township 1 North, Range 1 West, Boise-Meridian; thence
South 50 feet along the East side of said Section 15; thence
West 325 feet parallel to the North side of the Southeast quarter of said Section 15 to a point; thence
North 50 feet parallel to the East side of Section 15 to a point; thence
East 325 feet along the North side of said Southeast quarter of Section 15, to the REAL POINT OF BEGINNING.

PARCEL 13 (R5070110565):
A portion of Lot 2A of Kuna Cave Subdivision, according to the plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho, more particularly described as follows:

Commencing at the common comer of Sections 10, 11, 14 and 15, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho;
Thence South 0 degrees 2'32" West a distance of 353.28 feet; Thence
North 89 degrees 50'18" West a distance of 540 feet to an iron pin, the REAL POINT OF BEGINNING; Thence
North 0 degrees 2'32" East a distance of 328.28 feet to an iron pin; Thence
North 89 degrees 50'18" West a distance of 323.39 feet to an iron pin; Thence
South 0 degrees 2'32" West a distance of 175 feet to an iron pin; Thence
North 89 degrees 50'18" West a distance of 248.91 feet to an iron pin; Thence
North 0 degrees 2'32" East a distance of 175 feet to an iron pin Thence
North 89 degrees 50'18" West a distance of 621 .95 feet to an iron pin; Thence
South 0 degrees 4'30" East a distance of 328.28 feet to an iron pin; Thence
South 89 degrees 50'18" East to the REAL POINT OF BEGINNING.

PARCEL 14 (R5070110600):
A portion of Lot 2A of Kuna Cave Subdivision, according to the plat thereof, filed in Book 50 of Plats at page 4107, records of Ada County, Idaho, more particularly described as follows:

The East 366.82 feet of the North 475 feet of the West 917.05 feet of the Northwest quarter of the Northeast quarter of Section 15, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM Lot 7 of Kuna Cave Subdivision, according to the plat thereof tiled in Book 50 of Plats at page 4107, records of Ada County, Idaho.

PARCEL 15 (R5070111200):
Lot 7 of Kuna Cave Subdivision, according to the plat thereof filed in Book 50 of Plats at page 4107, records of Ada County, Idaho.

PARCEL 16 (R5070111000):
Lot 5 of Kuna Cave Subdivision, according to the plat thereof filed in Book 50 of Plats at page 4107, records of Ada County, Idaho.

CANYON COUNTY PARCELS:
PARCEL 1 (R28476012 0):
A parcel of land situated within the South ½ of Section 12, Township 1 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8" rebar with aluminum cap marking the West ¼ corner of said Section 12 (CP&F No. 2009021355) from which a 5/8" rebar, PLS 7732, marking the East ¼ corner of said Section 12 (CP&F No. 107115393) bears, South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12, South 00°41'08" West, 25.00 feet to the South right-of- way line of Rose Lane as described in a Deed, recorded as Instrument No. 583951, Records of Canyon County, Idaho, and the REAL POINT OF BEGINNING;
Thence along said South right-of-way line, South 89°28'17" East, 5290.32 feet to the East boundary of said Section 12;

Thence along said East boundary, South 00°39'40" West, 92.08 feet;
Thence leaving said East boundary, North 88°39'34" West, 766.91 feet;
Thence South 01°20'26" West, 255.62 feet;
Thence South 88°39'34" East, 769.95 feet to the East boundary of said Section 12;
Thence along said East boundary, South 00°39'40" West, 2273.45 feet to a 5/8" rebar, PLS 7732, marking the Southeast corner of said Section 12 (CP&F No. 107115392);
Thence along the South boundary of said Section 12, North 89°29'00" West, 5291.44 feet to a found Brass cap marking the Southwest corner of said Section 12 (CP&F No. 200668379);
Thence along the West boundary of said Section 12, North 00°41'08" East, 2622.28 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM;
A parcel of land situated within the Northwest ¼ of the Southwest ¼ of Section 12, Township 1 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows;

Commencing at a found 5/8" rebar with aluminum cap marking the West ¼ corner of said Section 12 (CP&F No. 2009021355) from which a 5/8"rebar, PLS 7732, marking the East ¼ corner of said Section 12 bears, South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12, South 00°41'08" West, 17.11 feet to the centerline of a paved road; thence along said centerline , South

88°39'34" East, 176.83 feet; thence leaving said centerline, South 01°20'26" West, 25.00 feet to the REAL POINT OF BEGINNING;

Thence South 88°39'34" East, 330.02 feet;
Thence South 00°41'08" West, 330.02 feet;
Thence North 88°39'34" West, 330.02 feet;
Thence North 00°41'08" East, 330.02 feet to the REAL POINT OF BEGINNING.

PARCEL 2 (R28479014 0):
A portion of Section 13, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of said Section 13; thence
South 89°29'00" East, 5291.44 feet to the Northeast corner of said Section 13; thence
South 00°39'39" West, 2646.28 feet to the East ¼ corner of said Section 13; thence
South 00°35'48" West, 1325.46 feet to the South 1/16 corner of said Section 13; thence on the South boundary line of the North ½ of the Southeast ¼ of said Section 13
North 89°26'00" West, 1525.92 feet; thence leaving said South boundary line
North 00°34'00" East, 1324.56 feet to the East-West centerline of said Section 13; thence on said East-West centerline
North 89°28'02" West, 1868.40 feet; thence leaving said East-West centerline
North 47°02'23" West, 1867.62 feet; thence
North 89°28'04" West, 514.21 feet to the West boundary line of said Section 13; thence on said West boundary line
North 00°37'34" East, 1384.79 feet to the REAL POINT OF BEGINNING.

PARCEL 3 (R29032010 0):
The South Half of the Northeast Quarter of Section 29, Township 2 North, Range 1 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:
The North 464 feet of the East 350 feet of the Southeast Quarter of the Northeast Quarter of Section 29, Township 2 North, Range 1 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 4 (R20470000 0):
A parcel of land situated within the Northeast Quarter of the Southeast Quarter of Section 12, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8" rebar with aluminum cap marking the West Quarter corner of said Section 12 (CP&F No. 2009021355) from which a 5/8" rebar, PLS 7732, marking the East Quarter corner of said Section 12 (CP&F No. 107115393) bears, South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12
South 00°41'08" West, 17.11 feet to the centerline of a paved road; thence along said centerline
South 88°39'34" East, 5035.30 feet; thence leaving said centerline

South 01°20'26" West, 25.00 feet to the REAL POINT OF BEGINNING; thence

South 88°39'34" East, 255.67 feet to the East boundary of said Section 12; thence along said East boundary
South 00°39'40" West, 255.64 feet; thence leaving said East boundary
North 88°39'34" West, 258.71 feet; thence
North 01°20'26" East, 255.62 feet to the REAL POINT OF BEGINNING.

PARCEL 5 (R28476011 0):
A parcel of land situated within the Northeast Quarter of the Southeast Quarter of Section 12, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8" rebar with aluminum cap marking the West Quarter corner of said Section 12 (CP&F No. 2009021355) from which a 5/8" rebar, PLS 7732, marking the East Quarter corner of said Section 12 (CP&F No. 107115393) bears South 89°28'17" East, 5290.31 feet; thence along the West boundary of said Section 12
South 00°41'08" West, 17.11 feet to the centerline of a paved road; thence along said centerline
South 88°39'34" East, 4779.68 feet; thence leaving said centerline
South 01°20'26" West, 25.00 feet to the REAL POINT OF BEGINNING; thence

South 88°39'34" East, 255.62 feet; thence
South 01°20'26" West, 255.62 feet; thence
North 88°39'34" West, 255.62 feet; thence
North 01°20'26" East, 255.62 feet to the REAL POINT OF BEGINNING.

ENDORSEMENT

ATTACHED TO POLICY NUMBER LX-15886102

ISSUED BY
Old Republic National Title Insurance Company

File No. 832411

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack of signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: August 9, 2023 at 9:34AM



Authorized Countersignature

Pioneer Title Company of Ada County
Company Name

Boise, ID 83704
City, State

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

July 16, 2024

RABO AGRIFINANCE LLC
14767 NORTH OUTER 40 RD STE 400
CHESTERFIELD MO 63017-2003

RE: Notice of Security Interest for Water Right No(s): 63-21748

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 605-4622.

Sincerely,

Lynne Evans
Administrative Assistant I

Enclosure(s)

CC: BEUS LIVESTOCK LLC

Proof Report

Water Right 63-21748

Owner Type	Name and Address
Current Owner	BEUS LIVESTOCK LLC 1580 W KUNA CAVE RD KUNA, ID 83634-1702 (208) 922-5171
Original Owner	EDITH COY ABBOTT 4252 W KUNA RD KUNA, ID 83634 (208) 466-9356
Original Owner	DAVID M ABBOTT 4252 W KUNA RD KUNA, ID 83634 (208) 466-9356
Previous Owner	KENT J REGLI 7639 S MC DERMOTT RD KUNA, ID 83634
Previous Owner	DAWN M REGLI 7639 S MC DERMOTT RD KUNA, ID 83634
Security Interest	RABO AGRIFINANCE LLC 14767 NORTH OUTER 40 RD STE 400 CHESTERFIELD, MO 63017-2003 (314) 317-8000

Priority Date: 6/15/1930
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	1/01	12/31	0.030 CFS	
DOMESTIC	1/01	12/31	0.040 CFS	
		Total Diversion	0.070 CFS	

Source and Point(s) of Diversion:

GROUND WATER	NESENE	Sec. 29, Twp 02N, Rge 01W, CANYON County

Place Of Use:

STOCKWATER within CANYON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
02N	01W	29				X													

DOMESTIC within CANYON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
02N	01W	29				X													

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4.		PARCEL NO. 4R290320100 STOCKWATER, 110 RANGE CATTLE PROPERTY ALSO KNOWN AS 7639 MC DERMOTT RD., HURREN PLACE.

Dates and Other Information:

Decreed Date: 3/31/2000
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
	16.1		63-21748 ,63-12498

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

July 02, 2024

RABO AGRIFINANCE LLC
147 67 NORTH OUTER 40 RD STE 400
CHESTERFIELD MO 63017-2003

RE: Notice of Security Interest for Water Right No.: 63-21748

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Security Interest in a Water Right (Notice). Your Notice was received on February 20, 2024, and supporting documentation was received on March 4, 2024.

Our review of your Notice indicates that a Notice of Change in Water Right Ownership (Ownership Change) must be completed before we can process your request. The current water right owner listed on your Notice is Beus Livestock LLC, but our records show the current water right owners are Kent and Dawn Regli.

The Department has received an Ownership Change from Beus Livestock LLC, but we have not received sufficient evidence of water right ownership to process that change. I have enclosed a copy of our letter to Beus Livestock LLC, along with a copy of the water right report for your reference.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your Notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days, we will return your Notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact me at (208) 605-4620.

Sincerely,

Lynne Evans
Administrative Assistant I

Enclosure(s)

CC: BEUS LIVESTOCK LLC

Evans, Lynne

From: Deanna.Peterson@raboag.com
Sent: Monday, March 4, 2024 8:34 AM
To: IDWR File
Subject: Silver Butte Holsteins, Inc.
Attachments: Silver Butte Holsteins Title Policy LX-15886102.pdf; Silver Butte Holsteins Mortgage Ada and Canyon County Idaho.pdf

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

Hello,

Here is a copy of the final title policy and the recorded mortgage that go with the 5 notice of change in water rights right ownership. Please let me know if you need anything else. Thank you!

Water Rights:

1. 63-15634
2. 63-9875
3. 63-15637
4. 63-3196-F
   63-3601-D
   63-3601-C
   63-3196-E
5. 63-21748

Deanna Peterson
Customer Relationship Specialist

Rabo AgriFinance
14767 N Outer 40 Road, Suite 400, Chesterfield, Missouri 63017
Email: deanna.peterson@raboag.com

P Please consider the environment before printing this email.

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