

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 08 2024
DEPARTMENT OF
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
17-7007	Yes ☐	Yes ☐		Yes ☐	Yes ☐
17-2028	Yes ☐	Yes ☐		Yes ☐	Yes ☐
17-2030	Yes ☐	Yes ☐		Yes ☐	Yes ☐
17-2045	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Holbrook Farm, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Holbrook Properties LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1318 Dale Street Raleigh NC 27605
Mailing address City State ZIP
- Telephone _____ Email _____
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following REQUIRED items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
- SUPPORT DATA
IN FILE # 17-2028

SUPPORT DATA
IN FILE # 17-2028

- | | | |
|--|--------------------------|-----------------|
| 8. Signature: <u></u> | <u>Authorized person</u> | <u>1/3/2024</u> |
| Signature of new owner/claimant | Title, if applicable | Date |
| Signature: <u></u> | <u>Authorized person</u> | <u>1/3/2024</u> |
| Signature of new owner/claimant | Title, if applicable | Date |

For IDWR Office Use Only:

Received by SG Date 1-10-24 Receipt No. 5040048 Receipt Amt. 150.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by Jan Date 1-11-24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

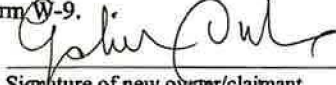
Notice of Change in Water Right Ownership

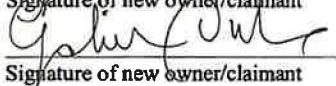
RECEIVED
JAN 08 2024
DEPARTMENT OF
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
17-2052	Yes ☐	Yes ☐		Yes ☐	Yes ☐
17-7063	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Holbrook Farm, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Holbrook Properties LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1318 Dale Street Raleigh NC 27605
Mailing address City State ZIP
- _____
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  Authorized person 1/3/2024
Signature of new owner/claimant Title, if applicable Date

Signature:  Authorized person 1/3/2024
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

First American Title Insurance Company
201 South College Street, Suite 1440
Charlotte, North Carolina 28244
Attn: Alicia K. Otten

Holbrook Farm, LLC, a Delaware limited liability company (“**Grantor**”), for and in consideration of One Dollar and other good and valuable consideration, CONVEYS AND GRANTS, in fee simple, to **Holbrook Properties LLC**, a Delaware limited liability company (“**Grantee**”), whose address is 1318 Dale Street, Raleigh, North Carolina 27605, that certain real estate located in the Oneida County, Idaho, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all easements, rights, privileges, tenements, hereditaments and appurtenances related to, benefiting and/or used in connection with the real estate, and all improvements located on the real estate (collectively, the “**Land**”), subject to the matters set forth on **Exhibit B** attached hereto (the “**Permitted Exceptions**”).

Grantor, for Grantor and Grantor's successors, covenants to and with Grantee, and Grantee's successors and assigns, that prior to the time of this conveyance, Grantor has not conveyed the Land, or any right, title, or interest therein, to any person other than Grantee, and further covenants that the Land is free from all encumbrances done, made or suffered by Grantor, or any person claiming under Grantor.

4875-1846-2847

Dated effective as of the 3rd day of October, 2023.

GRANTOR:

Holbrook Farm, LLC,
a Delaware limited liability company

By: Wendi Knapke
Wendi Knapke, Authorized Agent

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Alison Stephens, Notary Public, do hereby certify that **Wendi Knapke**, as Authorized Agent of Holbrook Farm, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein and in the capacity indicated.

WITNESS my hand and official seal, this the 3rd day of Oct, 2023.

Alison Stephens
Official Signature of Notary

ALISON STEPHENS
Notary's printed or typed name

(Notary Stamp/Seal)

My commission expires: 3/17/2027

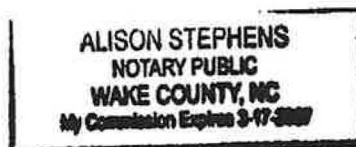


Exhibit A

(Legal Description of the Land)

PARCEL 1: (RP0115707 and RP0116300)

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, FROM WHICH SOUTH QUARTER CORNER OF SECTION 25 BEARS SOUTH 89° 46' 10" WEST; THENCE SOUTH 89° 46' 10" WEST 1325.66 FEET ALONG THE SOUTH BOUNDARY OF SAID SECTION 25 TO A 5/8" REBAR AND CAP AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, THE POINT OF BEGINNING. THENCE SOUTH 89° 46' 10" WEST 1325.57 FEET ALONG THE SOUTH BOUNDARY OF SECTION 25 TO THE SOUTH QUARTER CORNER OF SECTION 25; THENCE SOUTH 89° 48' 31" WEST 2679.93 FEET ALONG THE SOUTH BOUNDARY OF SECTION 25 TO THE SOUTHWEST CORNER OF SECTION 25; THENCE NORTH 01° 15' 55" EAST 2642.02 FEET ALONG THE WEST BOUNDARY OF SECTION 25 TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89° 47' 42" EAST 1289.57 FEET ALONG NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 25 TO A 5/8" REBAR AND CAP LABELED "A.L.S., PLS 9163" AT A FENCE CORNER; THENCE NORTH 00° 42' 00" EAST 1321.30 FEET ALONG A FENCE LINE AND ITS NORTHERLY EXTENSION TO A 5/8" REBAR AND CAP AT THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 89° 50' 09" EAST 40.00 FEET ALONG SAID NORTH BOUNDARY TO A 5/8" REBAR AND CAP (PLS 5715) AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 89° 50' 09" EAST 1316.58 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO A 5/8" REBAR AND CAP (PLS 5715) AT THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25; THENCE NORTH 89° 50' 12" EAST 573.09 FEET ALONG THE NORTH BOUNDARY OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO A 5/8" REBAR AND CAP (PLS 5715) AT THE WESTERLY RIGHT OF WAY OF THE COUNTY ROAD; THENCE SOUTH 33° 12' 43" EAST 149.05 FEET ALONG SAID RIGHT OF WAY TO A 5/8" REBAR AND CAP (LS 13173) AT THE EAST BOUNDARY OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00° 29' 19" WEST 1194.84 FEET ALONG SAID EAST BOUNDARY TO A 5/8" REBAR AND CAP (LS 13173) AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89° 48' 00" EAST 658.09 FEET ALONG THE NORTH BOUNDARY OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25 TO A 5/8" REBAR AND CAP (LS 13173) AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 23' 08"

WEST 2641.27 FEET ALONG SAID EAST BOUNDARY OF SAID WEST HALF OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 25 BEARS SOUTH 89°46'10" WEST; THENCE SOUTH 89°46'10" WEST 1325.66 FEET ALONG THE SOUTH BOUNDARY OF SAID SECTION 25 TO A 5/8" REBAR AND CAP AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 00°23'08" EAST 2636.27 FEET ALONG THE EAST BOUNDARY OF SAID WEST HALF OF THE SOUTHEAST QUARTER TO A 5/8" REBAR AND CAP LABELED "A.L.S., PLS 9163", THE POINT OF BEGINNING. THENCE SOUTH 89°48'00" WEST 329.05 FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 00°26'21" EAST 5.00 FEET TO A 5/8" REBAR AND CAP AT THE NORTH BOUNDARY OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89°48'00" EAST 329.04 FEET TO A 5/8" REBAR AND CAP (LS 13173) AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°23'08" WEST 5.00 FEET ALONG THE EAST BOUNDARY OF SAID WEST HALF OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

ALSO, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO,

EXCEPTING THEREFROM:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26, FROM WHICH THE SOUTHEAST CORNER OF SECTION 26 BEARS SOUTH 01°15'55" WEST; THENCE NORTH 89°47'34" WEST 1323.85 FEET ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO A 5/8" REBAR AND CAP (PLS 5715) AT THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01°20'56" WEST 10.19 FEET ALONG THE WEST BOUNDARY OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 TO A FENCE LINE; THENCE NORTH 89°46'00" EAST 1324.10 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

PARCEL 2: (RP0157104, RP0157300, RP0157400, RP0158100, RP0158200, and RP0117604)

SOUTH FARM:

TOWNSHIP 15 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 7: ALL.

SECTION 8: ALL.

SECTION 17: THE NORTH HALF OF THE NORTHWEST QUARTER;

SECTION 18: LOT 1; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THE NORTH HALF OF THE NORTHEAST QUARTER;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

HOLBROOK – SOUTH FARM – SECTION 7- OUT PARCEL

A PARCEL OF LAND LOCATED IN LOT 4 OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, FROM WHICH THE WEST QUARTER CORNER OF SECTION 7 BEARS NORTH 00° 14' 10" EAST; THENCE NORTH 00° 14' 10" EAST 765.72 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 7 TO A MAG NAIL AND WASHER (PLS 1963), THE POINT OF BEGINNING. THENCE NORTH 00° 14' 10" EAST 545.57 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 7 TO A MAG NAIL AND WASHER (PLS 1963); THENCE EAST 541.64 FEET TO A 5/8" REBAR AND CAP; THENCE SOUTH 345.00 FEET TO A 5/8" REBAR AND CAP; THENCE SOUTH 40° 09' 39" WEST 300.00 FEET TO A 5/8" REBAR AND CAP AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND DEPICTED AND DESCRIBED ON RECORD OF SURVEY INSTRUMENT NUMBER 114997; THENCE NORTH 85° 19' 00" WEST 351.58 FEET ALONG THE SOUTH BOUNDARY OF SAID PARCEL AND ITS WESTERLY EXTENSION TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

HOLBROOK – SOUTH FARM – SECTION 12 PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 12 BEARS NORTH 89° 43' 37" WEST; THENCE NORTH 89° 43' 37" WEST 474.00 FEET ALONG THE NORTH BOUNDARY OF

SAID SECTION 12 TO A 5/8" REBAR AND CAP LABELED "A.L.S., PLS 9163", THE POINT OF BEGINNING. THENCE NORTH 89° 43' 37" WEST 126.50 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 12 TO A 5/8" REBAR AND CAP; THENCE SOUTH 00° 01' 58" EAST 726.50 FEET TO A 5/8" REBAR AND CAP; THENCE SOUTH 89° 43' 37" EAST 600.00 FEET TO A MAG NAIL AND WASHER (PLS 9163) AT THE EAST BOUNDARY OF SECTION 12; THENCE NORTH 00° 01' 58" WEST 442.50 FEET ALONG SAID EAST BOUNDARY TO A MAG NAIL AND WASHER (PLS 9163); THENCE NORTH 89° 43' 37" WEST 474.00 FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 00° 01' 58" WEST 284.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (RP0157103 and RP0117602)

SOUTH FARM – SECTION 7- OUT PARCEL 2

A PARCEL OF LAND LOCATED IN LOT 4 OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, FROM WHICH THE WEST QUARTER CORNER OF SECTION 7 BEARS NORTH 00° 14' 10" EAST; THENCE NORTH 00° 14' 10" EAST 765.72 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 7 TO A MAG NAIL AND WASHER (PLS 9163), THE POINT OF BEGINNING. THENCE NORTH 00° 14' 10" EAST 545.57 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 7 TO A MAG NAIL AND WASHER (PLS 9163); THENCE EAST 541.64 FEET TO A 5/8" REBAR AND CAP; THENCE SOUTH 345.00 FEET TO A 5/8" REBAR AND CAP; THENCE SOUTH 40° 09' 39" WEST 300.00 FEET TO A 5/8" REBAR AND CAP AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND DEPICTED AND DESCRIBED ON RECORD OF SURVEY INSTRUMENT NUMBER 114997; THENCE NORTH 85° 19' 00" WEST 351.58 FEET ALONG THE SOUTH BOUNDARY OF SAID PARCEL AND ITS WESTERLY EXTENSION TO THE POINT OF BEGINNING.

ALSO

HOLBROOK — SOUTH FARM — SECTION 12 — OUT PARCEL 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 12 BEARS NORTH 89° 43' 37" WEST; THENCE NORTH 89° 43' 37" WEST 474.00 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 12 TO A 5/8" REBAR AND CAP LABELED "A.L.S., PLS 9163". THENCE SOUTH 00° 01' 58" EAST 284.00 FEET TO A 5/8" REBAR AND CAP; THENCE SOUTH 89°

43' 37" EAST 474.00 FEET TO A MAG NAIL AND WASHER (PLS 9163) AT THE EAST BOUNDARY OF SECTION 12; THENCE NORTH 00° 01' 58" WEST 284.00 FEET ALONG SAID EAST BOUNDARY TO THE POINT OF BEGINNING.

Parcel 1 Tax Parcels - RP0115707 and RP0116300

Parcel 2 Tax Parcels - RP0157104, RP0157300, RP0157400, RP0158100, RP0158200, and
RP0117604

Parcel 3 Tax Parcels - RP0157103 and RP0117602

[End of Exhibit A]

Exhibit B
(Permitted Exceptions)

PARCEL 1:

1. Taxes for the year 2023 are a lien, not yet due or payable.
 2. Said property may be included within the taxing assessment district of Oneida County and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
 3. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property, as shown on the Parcel 1 Survey.
 4. All easements and right of ways along Easterly line of said parcel for State Highway and utilities as shown on the Parcel 1 Survey.
 5. All easements and right of ways along South line of said parcel for roads and utilities, as shown on the Parcel 1 Survey.
 6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records.
 7. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) or shown by the public records.
 8. Right of Way Deed recorded in Oneida County Recorder's office on March 20, 1935, under instrument number 52011 , as shown on the Parcel 1 Survey.
 9. Utah Power & Light Easement recorded in Oneida County Recorder's office on October 18, 1951, under instrument number 72490 , as shown on the Parcel 1 Survey.
 10. A 60 foot easement for ingress and egress, as shown on the Parcel 1 Survey.
 11. Matters set forth on survey prepared by Brian J. Allen recorded August 15, 2016 under Instrument No. 154219 which matters are (the "Parcel 1 Survey"):
- 1) Overhead power lines
 - 2) Fence line encroachments
 - 3) boundary overlaps
 - 4) burn road along the south boundary
 - 5) hay barn encroachment
 - 6) encroachments along west boundary of East 1/2 of SE 1/4 Section 26
 - 7) unimproved access road
 - 8) encroachments along north east boundary of adjacent property to the Family Farm, LLC and Western Heritage Homes parcels
 - 9) unimproved 2-track road
 - 10) underground power lines

- 11) fiber optic risers and lines
- 12) irrigation lines and manifolds
- 13) pivot track encroachment

12. Certificate of Completion recorded in Oneida County Recorder's office on October 19, 2018, under instrument number 157187 .

PARCEL 2:

- 13. Taxes for the year 2023 are a lien, not yet due or payable.
- 14. Said property may be included within the taxing assessment district of Oneida County and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
- 15. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property, as shown on the Parcel 2 and 3 Survey.
- 16. All easements and right of ways along North, West and East line of said parcel for roads and utilities, as shown on the Parcel 2 and 3 Survey.
- 17. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records.
- 18. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) or shown by the public records.
- 19. Riparian or water rights, claims, or title to water whether or not shown by the public records.
- 20. Rights of upper and lower riparian owners in and to the free and unobstructed flow of the water of the Deep Creek extending through the land, without diminution.
- 21. Utah Power and Light Company Pole Line Easement recorded in Oneida County Recorder's office on October 10, 1946, under instrument number 67839 , as shown on the Parcel 2 and 3 Survey.
- 22. Terms and Provisions of Deed recorded July 18, 1942, as Instrument Number 63114 in the records of Oneida County.
- 23. Utah Power and Light Company Pole Line Easement recorded in Oneida County Recorder's office on January 27, 1960, under instrument number 80197 , as shown on the Parcel 2 and 3 Survey.
- 24. Terms and Provisions of that certain Warranty Deed recorded December 21, 1965, as Instrument Number 85089 in the records of Oneida County, Idaho.
- 25. Water Rights Agreement recorded in Oneida County Recorder's office on August 19, 1987, under instrument number 113143 .

26. Right of Way Easement recorded in Oneida County Recorder's office on July 29, 2014, under instrument number 151445, as shown on the Parcel 2 and 3 Survey.
27. All matters, not limited to easements and right of ways as set out on the Survey recorded in Oneida Recorder's office on August 15, 2016, under instrument number 154220 (the "Parcel 2 and 3 Survey").

PARCEL 3:

28. Taxes for the year 2023 are a lien, not yet due or payable.
29. Said property may be included within the taxing assessment district of Oneida County and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
30. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property, as shown on the Parcel 2 and 3 Survey.
31. Subject to all existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, sewer, gas, or water lines, and right of way and easements thereof, as shown on the Parcel 2 and 3 Survey.
32. All easements and right of ways along North, West and East line of said parcel for roads and utilities, as shown on the Parcel 2 and 3 Survey.
33. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records.
34. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) or shown by the public records.
35. Riparian or water rights, claims, or title to water whether or not shown by the public records.
36. Rights of upper and lower riparian owners in and to the free and unobstructed flow of the water of the Deep Creek extending through the land, without diminution.
37. Subject to all easement and right of ways contained in Warranty Deed recorded June 24, 2003 under Instrument Number 134476 , as shown on the Parcel 2 and 3 Survey.
38. Utah Power and Light Company Pole Line Easement recorded in Oneida County Recorder's office on October 10, 1946, under instrument number 67839 , as shown on the Parcel 2 and 3 Survey.
39. Terms and Provisions of that certain Deed, recorded July 18, 1942, as Instrument Number 63114 in the records of Oneida County, Idaho.
40. Terms and Provisions of that certain Warranty Deed, recorded December 21, 1965, as Instrument Number 85089 in the records of Oneida County, Idaho.

41. Water Rights Agreement recorded in Oneida County Recorder's office on August 19, 1987, under instrument number 113143 .
42. Deed recorded in Oneida County Recorder's office on March 2, 1989, under Instrument Number 114810, as shown on the Parcel 2 and 3 Survey.
43. All easements and right of ways as set out on the Survey recorded in Oneida Recorder's office on August 15, 2016, under instrument number 154220 (the "Parcel 2 and 3 Survey")

[End of Exhibit B]



FOREIGN REGISTRATION STATEMENT

Title 30, Chapter 21, Idaho Code

Base Filing fee: \$100.00 + \$20.00 for manual processing (form must be typed).

1. The name of the entity is: Holbrook Properties LLC
2. The name which it shall use in Idaho is: Holbrook Properties LLC
(Enter a name here, only if you are required to adopt an alternate name.)
3. Select the type of entity you wish to register:

☐ Business Corporation	☐ General Partnership
☐ Nonprofit Corporation	☐ General Cooperative Association
☐ Limited Liability Partnership	☐ Limited Partnership (Including a limited liability limited partnership)
☒ Limited Liability Company	☐ Statutory Trust, Business Trust, or Common-law Business Trust
☐ Other: _____ (Use "Other" only if your foreign entity type is not listed above, and enter the type here.)	
4. Jurisdiction of formation: Delaware
(Provide the domestic jurisdiction where the entity was formed)
5. The address of its principal office is:
1318 Dale Street, Raleigh, NC 27605
(Street Address)

(Mailing Address, if different)
6. The address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:

(Street Address)

(Mailing Address, if different)
7. The mailing address to which correspondence should be addressed, if different from item 5, is:

(Address)
8. Name and street address of registered agent in Idaho:
Paracorp Incorporated, 1555 W. Shoreline Drive Suite 100 Boise, ID 83702
(Name and Address)
9. The name, capacity, and mailing address of at least one governor:

<u>Charles F.H. McNairy</u>	<u>Manager</u>	<u>1318 Dale Street, Raleigh, NC 27605</u>
(Name)	(Capacity)	(Address)
_____	_____	_____
(Name)	(Capacity)	(Address)

Secretary of State use only

Typed Name: Charles F.H. McNairy

Signature: Charles McNairy
DocuSigned by: _____
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

Capacity: Manager

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HOLBROOK PROPERTIES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HOLBROOK PROPERTIES LLC" WAS FORMED ON THE THIRTIETH DAY OF AUGUST, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



7648011 8300

SR# 20233619098

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 204279013

Date: 09-29-23

B0823-6989 10/02/2023 1:09 PM Received by Office of the Idaho Secretary of State

State of Idaho

Office of the Secretary of State

CERTIFICATE OF REGISTRATION OF HOLBROOK PROPERTIES LLC

Filing Number: 5416241

I, PHIL McGRANE, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 2 October 2023



A stylized, handwritten signature of Phil McGrane, enclosed within an oval border.

Phil McGrane
Secretary of State

Processed by: Business Division



STATE OF IDAHO

Phil McGrane | Secretary of State

Business Office

450 North 4th Street

PO Box 83720

Boise, ID 83720

Holbrook Properties LLC
1318 DALE ST
RALEIGH, NC 27605-1247

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

File # :	5416241	Filing Date:	10/02/2023
Filing Type:	Foreign Limited Liability Company	Annual Report Due:	10/31/2024
Status:	Active-Existing	Image #:	B0823-6988
Duration Term:	Perpetual	Receipt #:	

Registered Agent:

PARACORP INCORPORATED
STE 100
1555 W SHORELINE DR
BOISE, ID 83702

Principal Address:

Holbrook Properties LLC
1318 DALE ST
RALEIGH, NC 27605-1247

Mailing Address:

1318 DALE ST
RALEIGH, NC 27605-1247

Congratulations on the successful filing of your **Foreign Registration Statement** for **Holbrook Properties LLC** in the state of Idaho on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Phil McGrane
Idaho Secretary of State

Processed By: Business Division

Phone: 208-334-2301 * Email: business@sos.idaho.gov * Website: sosbiz.idaho.gov

**ACTION
OF
MANAGERS AND OF DIRECTORS**

May 14, 2020

This Action of Managers and of Directors is made effective as of the date first above written.

WHEREAS, the undersigned Charles F.H. McNairy and John O. McNairy are the only managers (the “Managers”) of each of the limited liability companies listed on Exhibit A attached hereto under “GP LLC”, as such Exhibit may be amended from time to time through the addition of one or more limited liability companies as hereinafter provided (each a “GP LLC” and collectively the “GP LLCs”);

WHEREAS, the undersigned Charles F.H. McNairy and John O. McNairy are the only directors (the “Directors”) of IFC Core Farmland REIT LLC (the “REIT”);

WHEREAS, the undersigned Charles F.H. McNairy and John O. McNairy are the only managers (the “Managers”) of IFC Core TRS, LLC (the “TRS”);

WHEREAS, the GP LLCs serve as general partners of limited partnerships as reflected on Exhibit A attached hereto under “FUND LIMITED PARTNERSHIP”, as such Exhibit may be amended from time to time through the addition of one or more other limited partnerships as hereinafter provided (each a “Fund Limited Partnership” and collectively the “Fund Limited Partnerships”);

WHEREAS, each of the Fund Limited Partnerships have, and/or in the future may have, limited liability companies as subsidiaries, whether owned by the Fund Limited Partnership directly or indirectly through one or more other such subsidiary limited liability companies (each a “Fund Subsidiary LLC” and collectively the “Fund Subsidiary LLCs”), including but not limited to the REIT and the TRS as Fund Subsidiary LLCs of IFC Core Farmland, LP.

WHEREAS, one or more of the Fund Limited Partnerships have, and/or in the future may have, direct or indirect equity investments in entities that are managed by the Fund Limited Partnership or one of its or its GP LLC’s affiliates but are not, or may not be, subsidiaries of the Fund Limited Partnership, (each a “Fund Minority Investment” and collectively the “Fund Minority Investments”), including but not limited to Ice Harbor Properties LLC as a Fund Minority Investment of U.S. Farming Realty Trust III, LP.

WHEREAS, by their consent or approval the Managers may authorize or take actions on behalf of the GP LLCs, whether on the GP LLC’s own behalf or in its capacity as general partner of a Fund Limited Partnership including on behalf of a Fund Limited Partnership, including (but not limited to) in the Fund Limited Partnership’s capacity as the managing member, a member or the manager of a Fund Subsidiary LLC, in turn including (but not limited to) as the managing

member, a member or the manager of another Fund Subsidiary LLC, subject to any limitations imposed by the limited liability company agreement, limited partnership agreement, or other internal governance instrument of the GP LLC, Fund Limited Partnership, or Fund Subsidiary LLC or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, by their consent or approval the Managers may authorize or take actions on behalf of the GP LLCs, whether on the GP LLC’s own behalf or in its capacity as general partner of a Fund Limited Partnership including on behalf of a Fund Limited Partnership, including (but not limited to) in the Fund Limited Partnership’s capacity as (x) the managing member, a member or the manager of a Fund Minority Investment, or (y) the managing member, a member or the manager of another Fund Subsidiary LLC in such other Fund Subsidiary LLC’s capacity as the managing member, a member or the manager of a Fund Minority Investment, subject to any limitations imposed by the limited liability company agreement, limited partnership agreement, or other internal governance instrument of the GP LLC, Fund Limited Partnership, Fund Minority Investment or Fund Subsidiary LLC or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, by their consent or approval the Directors may authorize or take actions on behalf of the REIT, subject to any limitations imposed by the limited liability company agreement or other internal governance instrument of the REIT or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, by their consent or approval the Managers may authorize or take actions on behalf of certain Fund Subsidiary LLCs of which the Managers serve (now or in the future) as the Managers, including but not limited to the TRS, subject to any limitations imposed by the limited liability company agreement of the Fund Subsidiary LLC or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, the Managers and Directors desire that Gabriele Onorato be authorized to take (i) Actions of certain types as hereinafter provided without further authorization of the Managers and Directors and (ii) other Actions of any type for which the Managers or Directors, as the case may be, have provided their consent or approval;

NOW, THEREFORE, IT IS RESOLVED:

(1) That Gabriele Onorato is hereby authorized and directed to take any Action of either of the following types without further authorization of the Managers and Directors:

(a) Actions with respect to the execution of leases involving a Fund Subsidiary LLC, or a Fund Minority Investment.

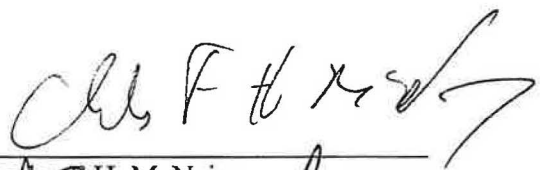
(b) Actions with respect to the execution of confidentiality agreements related to any of the affiliated entities of the GP LLCs.

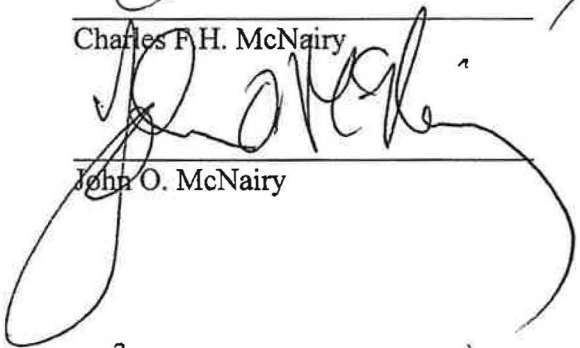
(2) That in taking any Action within the authority provided in the paragraph above, Gabriele Onorato is hereby authorized and directed to do so in the capacity of Authorized Person of the applicable GP LLC, the REIT, the TRS, the Fund Subsidiary LLC, and the Fund Minority Investment effective from and after the date hereof and prior to the date hereof in his capacity as an Authorized Person of the applicable GP LLC, the REIT, the TRS, the Fund Subsidiary LLC and the Fund Minority Investment.

(3) That from time to time with the consent or approval of the Managers and of the Directors, Exhibit A of this Action of Managers and of Directors may be amended by the addition of one or more limited liability companies as GP LLCs, and/or limited partnerships as Fund Limited Partnerships.

(4) That the authority granted to Gabriele Onorato in this Action of Managers may be terminated by either or both of the undersigned Managers and Directors by providing written notice of termination to Gabriel Onorato and, if the termination is being made by only one of the undersigned Managers and Directors, to the other of the undersigned Managers and Directors. Such termination may be of all the authority or of just a portion thereof, in either case as shall be specified in the notice of termination. Such termination shall be effective on the date such notice is delivered to Gabriel Onorato, or if later, the effective date of termination specified in such notice. In addition to and without limitation of or being limited by the foregoing, all of the authority granted to Gabriel Onorato in this Action of Managers and of Directors shall terminate automatically (without further act needed) on the date Gabriel Onorato ceases to be employed by IFC Core Investment Management LLC, a Delaware limited liability company, or any entity under common control therewith. Any termination of authority occurring pursuant to this paragraph shall be prospective only and shall not affect the validity of the exercise of such authority by Gabriel Onorato prior to the effective date of such termination.

This Action of Managers and of Directors is made by them in their capacities as the only managers of each of the GP LLCs, and each of the Fund Subsidiary LLCs with respect to which they serve as Managers and in their capacities as the only directors of the REIT, and it may be executed in one or more counterparts each of which need not bear the signature of each of the Managers and Directors so long as the signature of each of the Managers and Directors appears on at least one such counterpart, with any such signature permitted to be in electronic form and/or delivered by electronic means.



Charles F.H. McNairy

John O. McNairy

EXHIBIT A
TO
ACTION OF MANAGERS AND OF DIRECTORS

GP LLC	FUND LIMITED PARTNERSHIP
International Farming Corporation GP1, LLC	U.S. Farming Realty Trust, LP
International Farming Corporation GP2, LLC	U.S. Farming Realty Trust II, LP
International Farming Corporation GP3, LLC	U.S. Farming Realty Trust III, LP
IFC Core Farmland GP LLC	IFC Core Farmland Fund, LP

CONTRACT OF AGREEMENT

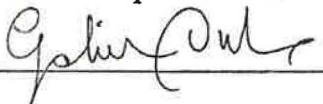
To Whom It May Concern,

Holbrook Properties LLC, and CSS Farms, LLC have in place a long term farm lease agreement or contract for property owned by Holbrook Properties LLC. The contract includes the property, water rights and water distribution systems pertaining to water rights 17-7007, 17-2028, 17-2045, 17-2030, 17-2052 and 17-7063.

CSS Farms, LLC has agreed to pay the annual farm contract payment for all years in which CSS Farms, LLC will rent water owned by Holbrook Properties LLC. No additional fees are required by Holbrook Properties LLC of CSS Farms, LLC from the Idaho Water Supply Bank.

Therefore, the rental payment of the 90% of the rental fees for water rights 17-7007, 17-2028, 17-2045, 17-2030, 17-2052 and 17-7063 have been paid in full.

Holbrook Properties LLC:

 (Gabriele Onorato)

Date: 1/3/2024

CSS Farms, LLC



Date: 1-3-2024



FOREIGN REGISTRATION STATEMENT

Title 30, Chapter 21, Idaho Code

Base Filing fee: \$100.00 + \$20.00 for manual processing (form must be typed).

1. The name of the entity is: Holbrook Properties LLC
2. The name which it shall use in Idaho is: Holbrook Properties LLC
(Enter a name here only if you are required to adopt an alternate name)
3. Select the type of entity you wish to register:

☐ Business Corporation	☐ General Partnership
☐ Nonprofit Corporation	☐ General Cooperative Association
☐ Limited Liability Partnership	☐ Limited Partnership (Including a limited liability limited partnership)
☒ Limited Liability Company	☐ Statutory Trust, Business Trust, or Common-law Business Trust
☐ Other: _____ (Use "Other" only if your foreign entity type is not listed above, and enter the type here.)	
4. Jurisdiction of formation: Delaware
(Provide the domestic jurisdiction where the entity was formed)
5. The address of its principal office is:
1318 Dale Street, Raleigh, NC 27605
(Street Address)

(Mailing Address, if different)
6. The address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:

(Street Address)

(Mailing Address, if different)
7. The mailing address to which correspondence should be addressed, if different from item 5, is:

(Address)
8. Name and street address of registered agent in Idaho:
Paracorp Incorporated, 1555 W. Shoreline Drive Suite 100 Boise, ID 83702
(Name and Address)
9. The name, capacity, and mailing address of at least one governor:

<u>Charles F.H. McNairy</u>	<u>Manager</u>	<u>1318 Dale Street, Raleigh, NC 27605</u>
(Name)	(Capacity)	(Address)
_____ (Name)	_____ (Capacity)	_____ (Address)

Secretary of State use only

Typed Name: Charles F.H. McNairy

Signature: Charles McNairy
DocuSigned by: Charles McNairy
2019.08.11.07:42Z

Capacity: Manager

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HOLBROOK PROPERTIES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HOLBROOK PROPERTIES LLC" WAS FORMED ON THE THIRTIETH DAY OF AUGUST, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

7648011 8300

SR# 20233619098

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204279013

Date: 09-29-23

2023-09-29 10:02/2023 1:09 PM Received by Office of the Idaho Secretary of State

State of Idaho

Office of the Secretary of State

CERTIFICATE OF REGISTRATION OF HOLBROOK PROPERTIES LLC

Filing Number: 5416241

I, PHIL McGRANE, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 2 October 2023



A stylized, handwritten signature of Phil McGrane, enclosed within an oval border.

Phil McGrane
Secretary of State

Processed by: Business Division



STATE OF IDAHO

Phil McGrane | Secretary of State

Business Office

450 North 4th Street

PO Box 83720

Boise, ID 83720

Holbrook Properties LLC
1318 DALE ST
RALEIGH, NC 27605-1247

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

File # :	5416241	Filing Date:	10/02/2023
Filing Type:	Foreign Limited Liability Company	Annual Report Due:	10/31/2024
Status:	Active-Existing	Image #:	B0823-6988
Duration Term:	Perpetual	Receipt #:	

Registered Agent:

PARACORP INCORPORATED
STE 100
1555 W SHORELINE DR
BOISE, ID 83702

Principal Address:

Holbrook Properties LLC
1318 DALE ST
RALEIGH, NC 27605-1247

Mailing Address:

1318 DALE ST
RALEIGH, NC 27605-1247

Congratulations on the successful filing of your **Foreign Registration Statement** for **Holbrook Properties LLC** in the state of Idaho on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Phil McGrane

Idaho Secretary of State

Processed By: Business Division

Phone: 208-334-2301 * Email: business@sos.idaho.gov * Website: sosbiz.idaho.gov

**ACTION
OF
MANAGERS AND OF DIRECTORS**

May 14, 2020

This Action of Managers and of Directors is made effective as of the date first above written.

WHEREAS, the undersigned Charles F.H. McNairy and John O. McNairy are the only managers (the “Managers”) of each of the limited liability companies listed on Exhibit A attached hereto under “GP LLC”, as such Exhibit may be amended from time to time through the addition of one or more limited liability companies as hereinafter provided (each a “GP LLC” and collectively the “GP LLCs”);

WHEREAS, the undersigned Charles F.H. McNairy and John O. McNairy are the only directors (the “Directors”) of IFC Core Farmland REIT LLC (the “REIT”);

WHEREAS, the undersigned Charles F.H. McNairy and John O. McNairy are the only managers (the “Managers”) of IFC Core TRS, LLC (the “TRS”);

WHEREAS, the GP LLCs serve as general partners of limited partnerships as reflected on Exhibit A attached hereto under “FUND LIMITED PARTNERSHIP”, as such Exhibit may be amended from time to time through the addition of one or more other limited partnerships as hereinafter provided (each a “Fund Limited Partnership” and collectively the “Fund Limited Partnerships”);

WHEREAS, each of the Fund Limited Partnerships have, and/or in the future may have, limited liability companies as subsidiaries, whether owned by the Fund Limited Partnership directly or indirectly through one or more other such subsidiary limited liability companies (each a “Fund Subsidiary LLC” and collectively the “Fund Subsidiary LLCs”), including but not limited to the REIT and the TRS as Fund Subsidiary LLCs of IFC Core Farmland, LP.

WHEREAS, one or more of the Fund Limited Partnerships have, and/or in the future may have, direct or indirect equity investments in entities that are managed by the Fund Limited Partnership or one of its or its GP LLC’s affiliates but are not, or may not be, subsidiaries of the Fund Limited Partnership, (each a “Fund Minority Investment” and collectively the “Fund Minority Investments”), including but not limited to Ice Harbor Properties LLC as a Fund Minority Investment of U.S. Farming Realty Trust III, LP.

WHEREAS, by their consent or approval the Managers may authorize or take actions on behalf of the GP LLCs, whether on the GP LLC’s own behalf or in its capacity as general partner of a Fund Limited Partnership including on behalf of a Fund Limited Partnership, including (but not limited to) in the Fund Limited Partnership’s capacity as the managing member, a member or the manager of a Fund Subsidiary LLC, in turn including (but not limited to) as the managing

member, a member or the manager of another Fund Subsidiary LLC, subject to any limitations imposed by the limited liability company agreement, limited partnership agreement, or other internal governance instrument of the GP LLC, Fund Limited Partnership, or Fund Subsidiary LLC or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, by their consent or approval the Managers may authorize or take actions on behalf of the GP LLCs, whether on the GP LLC’s own behalf or in its capacity as general partner of a Fund Limited Partnership including on behalf of a Fund Limited Partnership, including (but not limited to) in the Fund Limited Partnership’s capacity as (x) the managing member, a member or the manager of a Fund Minority Investment, or (y) the managing member, a member or the manager of another Fund Subsidiary LLC in such other Fund Subsidiary LLC’s capacity as the managing member, a member or the manager of a Fund Minority Investment, subject to any limitations imposed by the limited liability company agreement, limited partnership agreement, or other internal governance instrument of the GP LLC, Fund Limited Partnership, Fund Minority Investment or Fund Subsidiary LLC or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, by their consent or approval the Directors may authorize or take actions on behalf of the REIT, subject to any limitations imposed by the limited liability company agreement or other internal governance instrument of the REIT or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, by their consent or approval the Managers may authorize or take actions on behalf of certain Fund Subsidiary LLCs of which the Managers serve (now or in the future) as the Managers, including but not limited to the TRS, subject to any limitations imposed by the limited liability company agreement of the Fund Subsidiary LLC or imposed by law (any such action described in this paragraph, an “Action”);

WHEREAS, the Managers and Directors desire that Gabriele Onorato be authorized to take (i) Actions of certain types as hereinafter provided without further authorization of the Managers and Directors and (ii) other Actions of any type for which the Managers or Directors, as the case may be, have provided their consent or approval;

NOW, THEREFORE, IT IS RESOLVED:

(1) That Gabriele Onorato is hereby authorized and directed to take any Action of either of the following types without further authorization of the Managers and Directors:

(a) Actions with respect to the execution of leases involving a Fund Subsidiary LLC, or a Fund Minority Investment.

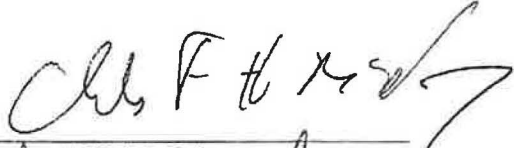
(b) Actions with respect to the execution of confidentiality agreements related to any of the affiliated entities of the GP LLCs.

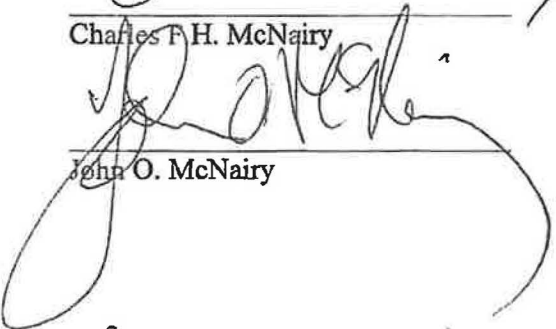
(2) That in taking any Action within the authority provided in the paragraph above, Gabriele Onorato is hereby authorized and directed to do so in the capacity of Authorized Person of the applicable GP LLC, the REIT, the TRS, the Fund Subsidiary LLC, and the Fund Minority Investment effective from and after the date hereof and prior to the date hereof in his capacity as an Authorized Person of the applicable GP LLC, the REIT, the TRS, the Fund Subsidiary LLC and the Fund Minority Investment.

(3) That from time to time with the consent or approval of the Managers and of the Directors, Exhibit A of this Action of Managers and of Directors may be amended by the addition of one or more limited liability companies as GP LLCs, and/or limited partnerships as Fund Limited Partnerships.

(4) That the authority granted to Gabriele Onorato in this Action of Managers may be terminated by either or both of the undersigned Managers and Directors by providing written notice of termination to Gabriel Onorato and, if the termination is being made by only one of the undersigned Managers and Directors, to the other of the undersigned Managers and Directors. Such termination may be of all the authority or of just a portion thereof, in either case as shall be specified in the notice of termination. Such termination shall be effective on the date such notice is delivered to Gabriel Onorato, or if later, the effective date of termination specified in such notice. In addition to and without limitation of or being limited by the foregoing, all of the authority granted to Gabriel Onorato in this Action of Managers and of Directors shall terminate automatically (without further act needed) on the date Gabriel Onorato ceases to be employed by IFC Core Investment Management LLC, a Delaware limited liability company, or any entity under common control therewith. Any termination of authority occurring pursuant to this paragraph shall be prospective only and shall not affect the validity of the exercise of such authority by Gabriel Onorato prior to the effective date of such termination.

This Action of Managers and of Directors is made by them in their capacities as the only managers of each of the GP LLCs, and each of the Fund Subsidiary LLCs with respect to which they serve as Managers and in their capacities as the only directors of the REIT, and it may be executed in one or more counterparts each of which need not bear the signature of each of the Managers and Directors so long as the signature of each of the Managers and Directors appears on at least one such counterpart, with any such signature permitted to be in electronic form and/or delivered by electronic means.



Charles F. H. McNairy

John O. McNairy

EXHIBIT A
TO
ACTION OF MANAGERS AND OF DIRECTORS

GP LLC	FUND LIMITED PARTNERSHIP
International Farming Corporation GP1, LLC	U.S. Farming Realty Trust, LP
International Farming Corporation GP2, LLC	U.S. Farming Realty Trust II, LP
International Farming Corporation GP3, LLC	U.S. Farming Realty Trust III, LP
IFC Core Farmland GP LLC	IFC Core Farmland Fund, LP



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 11, 2024

HOLBROOK PROPERTIES LLC
1318 DALE ST
RALEIGH NC 27605-1350

Re: Change in Ownership for Water Right No(s): 17-2028, 17-2030, 17-2045, 17-2052, 17-7063 & 17-7007

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Brockway Engineering PLLC