

RECEIVED
MAY 11 2026
 DEPT. OF WATER RESOURCES
 EASTERN REGION

STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES

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

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

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
29-4166 <i>OK</i>	29-14237 <i>OK</i>		
29-14238 <i>OK</i>	29-14235 <i>OK</i>		
29-14239 <i>OK</i>	29-14234 <i>OK</i>		
29-14240 <i>OK</i>	29-14236 <i>OK</i>		
29-14241 <i>OK</i>	29-11648 <i>OK</i>		

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

Idaho AgCredit, FLCA

PO Box 985

Blackfoot, ID 83221

Phone 208-785-1510

Email

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

Rock House Ranch, LLC

5. Expiration Date of Notification Period

1/1/2051

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

Title, if applicable

VP

For Office Use Only

Received by *JB*

Date *5/11/2026*

Receipt No. *E051627*

Fee

\$250. - for this app
\$500 -

Processed by AJ

Date

WR *MP*

Date

5/14/2026

SUPPORT DATA

IN FILE # *29-4166*

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(9), Idaho Code. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

IDWR Northern Region
7600 N Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

1205701-P
Idaho AgCredit

REAL ESTATE MORTGAGE

Page 1

ASH 1324 (R12/2025)

Date: January 2, 2026

Loan: 0006629636 - 5524792101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

1. THIS MORTGAGE is made this January 2, 2026 between Rock House Ranch, LLC, An Idaho Limited Liability Company, By: Kenneth D. Eliason and Kristy A. Eliason, Members, and Birch Creek Farm, LLC, A Colorado Limited Liability Company, By: Accruit Exchange Accommodation Services LLC, a Delaware Limited Liability Company, its Manager, By: Max Hansen, its Managing Director, whose address is 23370 W Old Hwy 37 Holbrook, ID 83243 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

2. WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Bannock, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

WATER RIGHTS:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-4166, Priority Date February 21, 1961, for 0.09 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14236, Priority Date June 10, 1904, for a combined 1.45 CFS for 72.8 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14239, Priority Date October 10, 1878, for a combined 1.45 CFS for 72.8 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14240, Priority Date June 9, 1904, for a combined 1.45 CFS for 72.8 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14241, Priority Date June 9, 1904, for a combined 1.45 CFS for 72.8 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14237, Priority Date October 10, 1878, for 1.47 CFS for 73.5 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14235, Priority Date June 9, 1904, for a combine 0.4 CFS for 20.1 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14234, Priority Date June 9, 1904 for a combined 0.4 CFS for 20.1 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-14236, Priority Date October 10, 1878, for a combined 0.4 CFS for 20.1 acres.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 29-11648, Priority Date January 1, 1950, for .09 cfs.

This real estate is offered to secure all present and future loans or advances in the name(s) of Rock House Ranch, LLC, An Idaho Limited Liability Company, By: Kenneth D. Eliason and Kristy Eliason, Members; and Rock Creek Grazing, LLC, An Idaho Limited Liability Company, By: Kenneth D. Eliason and Kristy Eliason, Members; and Eliason Livestock, L.L.C., An Idaho Limited Liability Company, By: Kenneth D. Eliason and Kristy Eliason, Members; and Individually By: Kenneth D. Eliason, aka Kenneth Don Eliason, and Kristy Eliason, aka Kristy Anderson Eliason, husband and wife, as well as any renewals or extensions thereof.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

3. TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property (collectively, the "Water Rights"), and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Date of Note	Maturity Date	Amount of Note
November 19, 2025	January 1, 2051	\$2,200,000.00

b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this

1205701-P
Idaho AgCredit

REAL ESTATE MORTGAGE

ID: 22600209
 County: Bannock County
 Date: 1-7-26 Time: 4:34 PM
 Page 1

ASN 1324 (R1/2/2025)

Date: January 2, 2026

Loan: 0006629636 - 5524792101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
 PO Box 985
 Blackfoot, ID 83221

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3. TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property (collectively, the "Water Rights"), and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Date of Note	Maturity Date	Amount of Note
November 19, 2025	January 1, 2051	\$2,200,000.00

b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this

Date: January 2, 2026

Loan: 0006629636 - 5524792101

Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; c) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; d) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and e) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

6. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

a) To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

b) To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

c) To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

d) To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

e) To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

f) In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

g) Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

h) To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

i) Environmental Representations, Warranties and Covenants.

1) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(a) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(b) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

Date: January 2, 2026

ASN 1091 (R121/2025)

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- (c) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;
- (d) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;
- (e) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and
- (f) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.
- 2) Nothing herein shall be deemed to prohibit Mortgagor from (a) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (b) storing or treating non-hazardous wastes, so long as such activities are carried out in a good and husbandlike manner in the ordinary course of business, and in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.
- 3) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.
- 4) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (a) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (b) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (c) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.
- 5) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.
- 6) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.
- 7) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (a) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (b) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (c) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision 7), Mortgagee may obtain affirmative injunctive relief to compel such compliance.
- j) Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:
- 1) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;
 - 2) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;
 - 3) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or

Date: January 2, 2026

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for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

4) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

k) Water Rights and Irrigation Obligations. To the extent any portion of the Property includes water rights regulated by a canal company, irrigation district, lateral ditch water users' association, groundwater district, or other regulatory authority ("Regulating Authority"), Mortgagor agrees as follows:

- 1) To irrigate the Property, subject to the availability or irrigation water, in accordance with the terms of all water rights associated with the Property;
- 2) To comply with all applicable bylaws, mitigation plans, groundwater management plans, and other restrictions proposed by any Regulating Authority;
- 3) Not to sell, assign, transfer, or encumber any water rights without the prior written consent of Mortgagee. Any unauthorized transfer or encumbrance shall constitute a default;
- 4) To promptly notify Mortgagee of any changes to the status of the water rights, including changes in availability, priority, or restrictions;
- 5) To use the water rights only for authorized purposes and in compliance with applicable laws and regulations, and not to engage in any actions that could jeopardize the enforceability of the water rights;
- 6) Mortgagee has the right to inspect any records or documents related to the water rights, including agreements with Regulating Authorities, at any reasonable time;
- 7) In the event any water rights are lost, impaired, or diminished in a way that materially affects the Property's value or use, Mortgagee may declare a default and take appropriate actions to protect its interest;
- 8) To notify Mortgagee of any action that could affect the priority or availability of the water rights, including litigation, disputes, or regulatory changes;
- 9) To take all necessary actions, including appearing before governmental or regulatory bodies, to protect and defend the water rights and to ensure the Mortgagee's security interest is not adversely affected;
- 10) In the event of any subordination or changes to the priority of the water rights, Mortgagor shall obtain Mortgagee's written consent before executing or agreeing to such changes.

7. IT IS MUTUALLY AGREED THAT:

a) Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

b) At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may 1) consent to or join in the making of any map or plat of the Property; 2) grant any easement or create any restriction thereof; 3) subordinate this Mortgage; 4) extend or modify the term of the loan or loans secured hereby; and 5) release without warranty, all or any part of the Property.

c) Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

d) The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

e) Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is

Date: January 2, 2026

Loan: 0006629636 - 5524792101

located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

f) The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

g) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

h) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of 1) the groundwater on, under, pumped from or otherwise available to the Property, 2) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, 3) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, 4) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or 5) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

i) In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facsimile or electronic transmission, either of which shall be effective as an original.

k) Mortgagor acknowledges receipt of a completed copy of this document and its attachments.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATION OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND THE LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Rock House Ranch, LLC, An Idaho Limited Liability Company

Birch Creek Farm, LLC, A Colorado Limited Liability Company

Kenneth D Eliason
By: Kenneth D. Eliason, Member

By: Accruit Exchange Accomodation Services LLC, A Delaware Limited Liability Company, its Manager

Kristy A. Eliason
By: Kristy A. Eliason, Member

By: Max Hansen, Managing Director

Date: January 2, 2026

Loan: 0006629636 - 5524792101

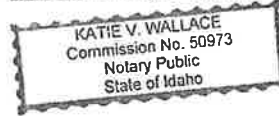
ACKNOWLEDGMENT.

State of Idaho, County of Bannock, ss.

This record was acknowledged before me on 1-2-26 by Kenneth D. Eliason as Member and Kristy A. Eliason as Member

of Rock House Ranch, LLC, An Idaho Limited Liability Company.

Katie V. Wallace
Notary Public for the State of Idaho



My commission expires: 11-14-31

State of Idaho, County of _____, ss.

This record was acknowledged before me on _____ by Max Hansen, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same in his authorized capacity as Managing Director of Accruit Exchange Accommodation Services LLC, a Delaware Limited Liability Company, the Manager of Birch Creek Farm, LLC, A Colorado Limited Liability Company, and that by such execution the instrument was executed on behalf of Birch Creek Farm, LLC, A Colorado Limited Liability Company.

Notary Public for the State of Idaho

My commission expires: _____

Date: January 2, 2026

Loan: 0006629636 - 5524792101

located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

f) The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

g) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

h) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of 1) the groundwater on, under, pumped from or otherwise available to the Property, 2) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, 3) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, 4) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or 5) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

i) In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facsimile or electronic transmission, either of which shall be effective as an original.

k) Mortgagor acknowledges receipt of a completed copy of this document and its attachments.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATION OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND THE LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Rock House Ranch, LLC, An Idaho Limited Liability Company

Birch Creek Farm, LLC, A Colorado Limited Liability Company

By: Kenneth D. Eliason, Member

By: Accruit Exchange Accomodation Services LLC, A Delaware Limited Liability Company, its Manager


By: Max Hansen, Managing Director

By: Kristy A. Eliason, Member

Date: January 2, 2026

Loan: 0006629636 - 5524792101

ACKNOWLEDGMENT.

State of Idaho, County of _____, ss.

This record was acknowledged before me on _____ by Kenneth D. Eliason as Member and Kristy A. Eliason as Member

of Rock House Ranch, LLC, An Idaho Limited Liability Company.

Notary Public for the State of Idaho

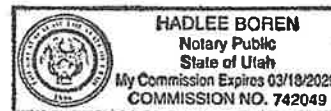
My commission expires: _____

Utah
State of Idaho, County of Box Elder, ss.

This record was acknowledged before me on January 2, 2026 by Max Hansen, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same in his authorized capacity as Managing Director of Accruit Exchange Accommodation Services LLC, a Delaware Limited Liability Company, the Manager of Birch Creek Farm, LLC, A Colorado Limited Liability Company, and that by such execution the instrument was executed on behalf of Birch Creek Farm, LLC, A Colorado Limited Liability Company.

Hadlee Boren
Notary Public for the State of ~~Idaho~~ Utah

My commission expires: 3/18/2029



REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED JANUARY 2, 2026

Rock House Ranch, LLC

Loan: 0006629636 - 5524792101

REAL ESTATE DESCRIPTION:

PARCEL 1:

A parcel of land located in Sections 25, 26 and 36, Township 11 South, Range 36 E.B.M., Bannock County, Idaho: Commencing at a point 5.78 chains South of the Northwest corner of SE1/4 NE1/4 of said Section 36; thence running South 11 chains; thence North 62° West 44.96 chains; thence North 62°16' West 8.60 chains; thence North 84°30' West 17.97 chains; thence North 4°10' East 12.91 chains; thence South 83° East 20.23 chains; thence South 17-1/4° West 2.28 chains; thence South 62° East 50.51 chains, more or less, to the place of beginning.

Excepting therefrom: A parcel of land located in the Northeast 1/4 of Section 35, the Southeast corner of Section 26, the Southwest 1/4 of Section 25, and the Northwest 1/4 of Section 36, Township 11 South, Range 36 E.B.M., Bannock County, Idaho, described as follows:

Commencing at the North 1/4 corner of said Section 35, marked by a 2 inch aluminum cap stamped SLS LS13023 (2015) see Corner Perpetuation instrument number 21504260; thence North 89°44'15" East, along the North line of said Section 35, (basis of bearing per central meridian of East zone of Idaho State Plane Coordinate System), a distance of 832.92 feet; thence South 84°02'17" East a distance of 116.82 feet to a point on the South boundary line of a parcel of land described in Deed instrument number 21221755 being the point of beginning;

Thence continuing South 84°02'17" East, along the South boundary line of said parcel of land, a distance of 1382.08 feet to the Southeast corner of said parcel of land; thence along the East boundary line of said parcel of land for the next two (2) courses: 1. North 04°13'43" East a distance of 163.02 feet to a point on the North boundary line of said Section 35; 2. North 03°03'43" East a distance of 131.59 feet to the Southwest corner of a parcel of land described in Deed instrument number 20700443; thence South 82°59'40" East, along the Southerly boundary line of said parcel of land, a distance of 772.95 feet; thence South 07°24'27" West a distance of 209.30 feet; thence North 82°11'34" West a distance of 171.40 feet; thence South 03°41'03" West a distance of 578.43 feet to a point on the North boundary line of a parcel of land described in Deed instrument number 20906572; thence North 84°36'23" West a distance of 227.11 feet to a point on the East line of said Section 35; thence North 84°06'33" West a distance of 1806.50 feet; thence North 10°55'11" East a distance of 507.79 feet to the point of beginning.

PARCEL 2:

A parcel of land located in a portion of Section 35 and 36, Township 11 South, Range 36 East, B.M., Bannock County, Idaho, described as follows:

Beginning at the West 1/4 corner of said Section 36, marked by a 5/8 inch rebar with 2.5 inch aluminum cap stamped SLS LS 13023 (2017) see corner perpetuation instrument number 21708633; thence South 89°47'28" West, along the latitudinal center line of Section 35, (Basis of Bearing Per Central Meridian of East Zone of Idaho State Plane Coordinate System), a distance of 474.65 feet to the approximate center line of Marsh Valley Road; thence North 03°08'58" East, along the approximate center line of Marsh Valley Road, a distance of 1126.70 feet; thence along a fence line for the next four (4) courses: 1. South 77°46'50" East a distance of 473.37 feet; 2. South 76°07'51" East a distance of 675.64 feet; 3. South 60°02'13" East a distance of 696.00 feet; 4. South 00°04'44" East a distance of 243.00 feet; thence South 14°43'24" East a distance of 1007.10 feet; thence South 36°02'46" East a distance of 368.67 feet; thence South 54°20'09" East a distance of 566.58 feet to a point on the South 1/16 line of Section 36; thence South 89°59'27" West, along the South 1/16 line of Section 36, a distance of 949.28 feet; thence North 02°30'02" West a distance of 669.62 feet; thence North 05°25'43" West a distance of 664.58 feet to a point on the latitudinal center line on Section 36; thence North 89°55'42" West, along the latitudinal center line of Section 36, a distance of 1201.00 feet to the point of beginning.

Excepting therefrom: That portion of land in the SE1/4 NE1/4 located in Section 35, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho being a portion of a larger parcel as it is described in Warranty Deed Instrument No. 20906572.

A certain tract in the SW1/4 NW1/4, SE1/4 NW1/4, NE1/4 SW1/4 of Section 36, Township 11 South, Range 36 East, Boise Meridian, and in SE1/4 NE1/4 Section 35, Township 11 South, Range 36 East, Boise Meridian, more particularly described as follows:

Commencing 87.12 feet East of the Northwest corner of the SW1/4 NW1/4 (recorded as SE1/4 NW1/4) Section 36, Township 11 South, Range 36 East, Boise Meridian; thence South 59°06' East 1436.16 feet, more or less, to the West 1/16 line of the said Section 36; thence South 56°30' East 1585.32 feet, more or less, to the meridional center line of said Section 36; thence South along the said meridional center line of said Section 36 a distance of 293.04 feet; thence North 56°39' West 1585.32 feet, more or less, to the West 1/16 line of said Section 36; thence North along the West 1/16 line of said Section 36 a distance of 243.54 feet; thence North 72°11' West 1818.30 feet; thence North 3°45' East 321 feet, more or less, to the North 1/16 line of Section 35, Township 11 South, Range 36 East, Boise Meridian; thence East 396.00 feet (recorded as more or less, to the point of beginning), thence South 01°30'15"E 78.52 feet to the point of beginning.

MAK

PARCEL 3:

A parcel of land located in the N1/2 NE1/4 of Section 36, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 36; thence running South 80 rods; thence West 11.46 chains; thence North 9°30' East 20.76 rods; thence Northerly 60 rods, more or less, to a point 40 rods West of the Point of Beginning; thence East 40 rods to the point of beginning.

ALSO: That portion of the following described parcel lying South of Treasure Lane and being located in the N1/2 NE1/4 of Section 36, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho:

Beginning at a point 2.65 chains West of the Southeast corner of Section 25, Township 11 South, Range 36 East of the Boise Meridian; thence running North 1.57 chains; thence North 62°40' West 64.37 chains; thence South 19.60 chains; thence South 62°13' East 56.70 chains; thence North 00°32' West 14.88 chains; thence East 7.35 chains, more or less, to the place of beginning.

PARCEL 4:

SE1/4 SW1/4 and SW1/4 SE1/4 of Section 36, Township 11 South, Range 36 E.B.M., Bannock County, Idaho.

PARCEL 5:

A part of the SW1/4 SW1/4 of Section 31, Township 11 South, Range 37 E.B.M., Bannock County, Idaho, described as:

Commencing at the Southwest corner of said Section 31; thence North 00°01'39" East 1326.75 feet along the West line of said Section 31; thence North 89°43'16" East 15.43 feet to the point of beginning; thence North 89°37'39" East 574.89 feet to the Northwestern right of way of Interstate 15; thence South 20°11'15" West 894.44 feet along said right of way; thence North 11°57'21" West 242.81 feet; thence North 09°03'21" West 220.90 feet; thence North 25°06'21" West 426.94 feet to the point of beginning.

ALSO: A part of the SW1/4 SW1/4 of Section 31, Township 11 South, Range 37 E.B.M., Bannock County, Idaho, described as:

Commencing at the Southwest corner of said Section 31; thence South 89°47'24" East 529.65 feet along the South line of said Section 31 to the Southeasterly right of way of Interstate 15 and the Point of Beginning; thence North 20°11'15" East 1410.39 feet along said right of way to the North line of said SW1/4 SW1/4; thence South 89°43'16" East 123.17 feet along said North line; thence South 14°30'00" West 1367.70 feet to the South line of said Section 31; thence North 89°47'24" West 267.45 feet along said South line to the point of beginning.

PARCEL 6:

A parcel of land located in the E1/2 SE1/4 of Section 36, Township 11 South, Range 36 East, Lot 1 and the SE1/4 of the NE1/4 of Section 1, Township 12 South, Range 36 East, and a portion of the NW1/4 NW1/4 Section 6, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Commencing at the Township corner common to Townships 11 South and 12 South, Ranges 36 and 37 East; thence South 0°01'53" West for 102.75 feet along the East line of Section 1, Township 12 South, Range 36 East, Boise Meridian, Bannock County, Idaho, to the real point of beginning; thence North 71°50'39" West for 389.90 feet; thence North 58°16'39" West for 1127.10 feet, more or less, to the West boundary of the E1/2 of the SE1/4 of Section 36, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho;

Thence South 0°31'34" East, along the West boundary of said E1/2 of the SE1/4 of Section 36 for 611.55 feet, more or less, to the Northwest corner of said Lot 1 of Section 1, Township 12 South, Range 36 East, Boise Meridian, Bannock County, Idaho; thence South 0°08'31" West for 1310.18 feet to the Southwest corner of said Lot 1; thence South 0°08'31" West along the Westerly boundary of said SE1/4 of the NE1/4 of said Section 1 for 671.94 feet, more or less, to a point on the existing centerline of Ragged Louse Road (County Road);

Thence North 74°42'09" East along said centerline of Ragged Louse Road for 351.15 feet to Engineers Station G.S. No. 4 18+25 as shown on said I-15 survey; thence North 15°17'51" West for 56.00 feet, more or less, to a point on the Northerly right of way fence line of said County Road; thence North 69°01'55" East along said right of way fence line for 182.48 feet; thence South 79°57'41" East along said right of way fence line for 88.15 feet to an existing Idaho Department of Transportation Right of Way Monument; thence North 73°15'32" East for 284.77 feet, previously described as North 74°27'26" East 283.21 feet to an existing Idaho Department of Transportation Right of Way Monument; thence North 20°13'44" East along the Westerly right of way line of said I-15 for 800.00 feet to a point 150 feet left of Station 668+00 of said highway survey;

Thence North 14°13'00" East along the Westerly right of way line of said I-15 for 502.08 feet to a point 200 feet left of Station 673+00 of said highway survey; thence North 20°13'44" East along the Westerly right of way line of said I-15 for 368.78 feet; thence North 71°50'39" West for 58.21 feet, more or less, to the real point of beginning.

PARCEL 7:

A portion of Section 36, Township 11 South, Range 36, E.B.M., Section 31, Township 11 South, Range 37, E.B.M.; Section 6, Township 12 South, Range 37, E.B.M., and Section 1, Township 12 South, Range 36, E.B.M., all in Bannock County, Idaho, described as follows:

Commencing at the Northeast corner of Section 1, Township 12 South, Range 36, E.B.M., said corner being the common corner of Townships 11 and 12 South, Ranges 36 East and 37 East, thence bearing South along the East line of said Section 1, a distance of 102.75 feet to the true point of beginning; thence bearing North 71°50' West a distance of 389.90 feet; thence bearing North 58°16' West a distance of 1127.1 feet; thence bearing North 0°10' East 2056.0 feet; thence bearing North 89°50' East 1323.15 feet, more or less, to the East line of Section 36, Township 11 South, Range 36, E.B.M., thence bearing South along said East line of Section 36, a distance of 1344.84 feet; thence bearing North 89°36' East 15.35 feet; thence bearing South 25°08' East a distance of 427.0 feet; thence bearing South 9°05' East a distance of 220.9 feet; thence bearing South 11°59' East a distance of 439.65 feet; thence bearing South 1°18' East a distance of 504.45 feet; thence bearing North 71°50' West a distance of 351.85 feet to the point of beginning.

Excepting therefrom: The property deeded to the State of Idaho, recorded October 7, 1969 as instrument no. 464332 described as follows:

A parcel of land being on both sides of the centerline of Interstate 15, Project No. 1-15-1 (37) 29 highway survey as shown on the plans thereof now on file in the Office of the Department of Highways of the State of Idaho, and being a portion of Government Lot 4 of Section 6, Township 12 South, Range 37 East, Boise Meridian, and a portion of Government Lot 4 of Section 31, Township 11 South, Range 37 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northwest corner of Section 6, Township 12 South, Range 37 East, Boise Meridian; thence South 0°02'33" West (shown of record to be South) along the West line of said Section 6 a distance of 102.75 feet to a point in the Southerly line of the tract of land as described in that certain Warranty Deed dated March 26, 1955, recorded April 18, 1955 in book 120 of Deeds at page 488 as instrument no. 307404, records of Bannock County, Idaho; thence South 71°47'12" East (shown of record to be South 71°50' East) along the Southerly line of said tract of land 55.0 feet, more or less, to a point in a line parallel with and 200.0 feet Northwest from the centerline and opposite Station 676+67.26 of said Interstate 15, Project No. 1-15-1(37) 29 highway survey and being the real point of beginning;

Thence along the Southerly and Easterly lines of said tract of land as follows: South 71°47'12" East (shown of record to be South 71°50' East) 293.60 feet, North 1°20'48" West (shown of record to be North 1°18' West) 504.45 feet, North 12°01'48" West (shown of record to be North 11°59' West) 205.0 feet, more or less, to a point in a line parallel with and 200.0 feet Northwest from centerline of said highway survey; thence South 20°13'44" West along said last parallel line 660.0 feet, more or less, to the real point of beginning.

Highway Station reference; 676+67.26 to 683+20. The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the Transverse Mercator Projection for the East Zone of Idaho. To convert to geodetic bearings, a correction of 0°00'50" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

Also included: SE1/4 NE1/4 ; NW1/4 SE1/4 and the NW1/4 SW1/4 of Section 36, Township 11 South, Range 36 E.B.M., Bannock County, Idaho.

Also included: A portion of Section 36, Township 11 South, Range 36, E.B.M., Bannock County, Idaho, described as follows:

Commencing 1.42 chains East of the Northwest corner of the NW1/4 NE1/4 of Section 36, Township 11 South, Range 36, E.B.M., thence South 62°13' East 31.92 chains; thence South 9.5° West 5.19 chains; thence West 8.54 chains; thence South 5.78 chains; thence North 62° West, 50.51 chains; thence North 17-1/4° East 2.28 chains; thence East 25.69 chains, to the point of beginning.

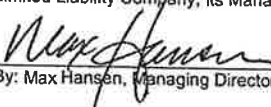
FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

Rock House Ranch, LLC, An Idaho Limited Liability Company

Birch Creek Farm, LLC, A Colorado Limited Liability Company

By: Accruit Exchange Accommodation Services LLC, A Delaware Limited Liability Company, its Manager

By: Kenneth D. Eliason, Member


By: Max Hansen, Managing Director

By: Kristy A. Eliason, Member

A portion of Section 36, Township 11 South, Range 36, E.B.M., Section 31, Township 11 South, Range 37, E.B.M., Section 6, Township 12 South, Range 37, E.B.M., and Section 1, Township 12 South, Range 36, E.B.M., all in Bannock County, Idaho, described as follows:

Commencing at the Northeast corner of Section 1, Township 12 South, Range 36, E.B.M., said corner being the common corner of Townships 11 and 12 South, Ranges 36 East and 37 East, thence bearing South along the East line of said Section 1, a distance of 102.75 feet to the true point of beginning; thence bearing North 71°50' West a distance of 389.90 feet; thence bearing North 58°16' West a distance of 1127.1 feet; thence bearing North 0°10' East 2056.0 feet; thence bearing North 89°50' East 1323.15 feet, more or less, to the East line of Section 36, Township 11 South, Range 36, E.B.M., thence bearing South along said East line of Section 36, a distance of 1344.84 feet; thence bearing North 89°36' East 15.35 feet; thence bearing South 25°08' East a distance of 427.0 feet; thence bearing South 9°05' East a distance of 220.9 feet; thence bearing South 11°59' East a distance of 439.65 feet; thence bearing South 1°18' East a distance of 504.45 feet; thence bearing North 71°50' West a distance of 351.85 feet to the point of beginning.

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Commencing at the Northwest corner of Section 6, Township 12 South, Range 37 East, Boise Meridian; thence South 0°02'33" West (shown of record to be South) along the West line of said Section 6 a distance of 102.75 feet to a point in the Southerly line of the tract of land as described in that certain Warranty Deed dated March 26, 1955, recorded April 18, 1955 in book 120 of Deeds at page 488 as instrument no. 807404, records of Bannock County, Idaho; thence South 71°47'12" East (shown of record to be South 71°50' East) along the Southerly line of said tract of land 55.0 feet, more or less, to a point in a line parallel with and 200.0 feet Northwesterly from the centerline and opposite Station 676+67.26 of said Interstate 15, Project No. 1-15-1(37) 29 highway survey and being the real point of beginning;

Thence along the Southerly and Easterly lines of said tract of land as follows: South 71°47'12" East (shown of record to be South 71°50' East) 293.60 feet, North 1°20'48" West (shown of record to be North 1°18' West) 504.45 feet, North 12°01'48" West (shown of record to be North 11°59' West) 205.0 feet, more or less, to a point in a line parallel with and 200.0 feet Northwesterly from centerline of said highway survey; thence South 20°13'44" West along said last parallel line 660.0 feet, more or less, to the real point of beginning.

Highway Station reference; 676+67.26 to 683+20. The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the Transverse Mercator Projection for the East Zone of Idaho. To convert to geodetic bearings, a correction of 0°00'50" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

Also included: SE 1/4 NE 1/4 ; NW 1/4 SE 1/4 and the NW 1/4 SW 1/4 of Section 36, Township 11 South, Range 36 E.B.M., Bannock County, Idaho.

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FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

Rock House Ranch, LLC, An Idaho Limited Liability Company

Kenneth D. Eliason

By: Kenneth D. Eliason, Member

Kristy A. Eliason

By: Kristy A. Eliason, Member

Birch Creek Farm, LLC, A Colorado Limited Liability Company

By: Accruit Exchange Accomodation Services LLC, A Delaware Limited Liability Company, its Manager

By: Max Hansen, Managing Director



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 14, 2026

IDAHO AGCREDIT FLCA
PO BOX 985
BLACKFOOT ID 83221-0985

RE: Notice of Security Interest for Water Right/Permit No(s): 29-11648, 29-14236, 29-14234
29-14235, 29-14237, 29-14241, 2-14240, 29-14239, 29-14238, 29-4166

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 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)

CC: ROCK HOUSE RANCH LLC
ZB NA
D L EVANS