

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES DE ✓

MAY 14 2026

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-4175	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: J. R. Simplot Company, LLC, formerly known as J. R. Simplot Company
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Grain Craft, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 201 West Main Street, Suite 203 Chattanooga TN 37408
Mailing address City State Zip
- 423-265-2313 akoenig@graincraft.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: April 22, 2026
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  Chief Financial Officer 05-11-26
Signature of new owner/claimant Title, if applicable Date
Andrew Ebersole
Print name

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

Print name

For IDWR Office Use Only:

Received by KW Date 5/14/2026 Receipt No. 6126248 Receipt Amt. \$25.00

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 PL Date 6/3/2026

ALLIANCE

TITLE & ESCROW

1071576

Recording requested by and
when recorded return to:
Grain Craft LLC
201 West Main Street
Suite 203
Chattanooga, TN 37408

Instrument # 779615

BINGHAM COUNTY, IDAHO
2026-04-22 03:56:27 PM No. of Pages: 4
Recorded for: ALLIANCE TITLE - IDAHO FALLS O
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **J. R. SIMPLOT COMPANY, LLC**, a Nevada limited liability company, formerly known as J. R. Simplot Company, a Nevada corporation, as successor by merger with J.R. Simplot Realty Corporation, an Idaho corporation, whose address is 1099 West Front Street, Boise, ID 83702 (the "**Grantor**") does hereby grant, bargain, sell, convey and specially warrant unto **GRAIN CRAFT, LLC**, a Delaware limited liability company, whose address is 201 West Main Street, Suite 203, Chattanooga, Tennessee 37408 (the "**Grantee**"), and its successors and assigns forever, the following described real property situated in Bingham County, State of Idaho:

See Exhibit A attached hereto and made a part hereof

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, water rights, and all improvements located on the Property, including without limitation any railroad tracks, rail spurs, rail sidings, rail infrastructure and related rail improvements located on the Property, together with all rights relating thereto to the extent owned by Grantor; and

EXCEPTING taxes, levies, and assessments for the current year not yet due and payable and the following existing items: reservations in favor of the United States of America; easements, right of ways, boundary line agreements, development agreements, water supply agreements, plats, covenants, conditions, restrictions and reservations that are matters of public record; all applicable zoning laws and ordinances; and along with any state of facts that an accurate survey or inspection of the Property would show; and

AND FURTHER EXCEPTING AND RESERVING for the benefit of Grantor and its successors and assigns, the following restrictive covenant: Grantee, its successors, assigns, lessees and all others claiming by or through Grantee, shall be absolutely restricted and prohibited from using all or any portion of the Property, and any and all improvements located thereon, for the receipt, storage, sale and distribution of seed, crop protection and crop nutrient products or similar purposes for a period of twenty (20) years after the date this deed is recorded in the office of the Clerk of Bingham County, Idaho after which time this restrictive covenant shall automatically expire. It is expressly understood and agreed that the restrictive covenant contained in this deed shall attach to and run with the land and it shall be lawful for Grantor, its successors and assigns, to institute and prosecute any proceedings at law or in equity against the Grantee or such other person or persons violating or threatening to violate the restrictive covenant. Grantor reserves the right to enforce the restrictions set forth in this paragraph as either a restrictive covenant or equitable servitude by any action that Grantor may deem appropriate, at its sole opinion. Notwithstanding the foregoing restriction, this restriction shall not prohibit the receipt, storage, handling, processing, drying,

blending, transportation, loading, unloading, or sale of grain, flour, or other agricultural commodities or products derived therefrom, including without limitation wheat, corn, barley, oats, or similar products, or the operation of grain elevator, milling, grain handling, transportation, storage, or logistics facilities and related equipment or improvements associated therewith.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said property, that the property is free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 20th day of April, 2026

GRANTOR:

J. R. SIMPLOT COMPANY, LLC



By: James B. Alderman

Its: Sr. Vice President and Secretary

ACKNOWLEDGMENT

State of Idaho)
)ss.
County of Ada)

On this 20th day of April, 2026, before me, a Notary Public in and for said State, personally appeared James B. Alderman, known or identified to me to be the Sr. Vice President and Secretary of J. R. Simplot Company, LLC, a Nevada limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first set forth above.



Notary Public for Idaho

Residing at Boise

My Commission expires 8/22/2026

GRANTEE:
GRAIN CRAFT, LLC

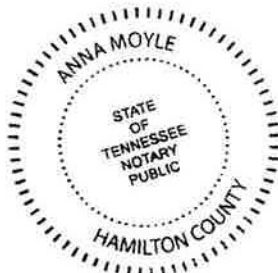

By: Alan Koenig
Its: Chief Supply Chain Officer

ACKNOWLEDGMENT

State of Tennessee)
)ss.
County of Hamilton)

On this 21 day of April, 2026, before me, a Notary Public in and for said State, personally appeared Alan Koenig, known or identified to me to be the Chief Supply Chain officer of Grain Craft, LLC, a Delaware limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first set forth above.



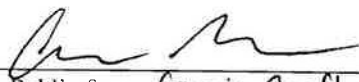

Notary Public for Grain Craft
Residing at 201 West Main St, Chattanooga, TN 37408
My Commission expires September 28, 2026

EXHIBIT 'A'

File No. 1071576

Parcel 1

Starting at a point where the North line of the right of way of the new Highway intersects the East line of the County Road, which point is 530 feet South and 30 feet East of the West quarter corner of Section 33, Township 2 South, of Range 35 East of the Boise Meridian, in Idaho;

Thence Southeasterly following said Highway South 52°44' East 279 feet; thence

South 52°44' East 255 feet; thence

South 46°12' East 412.5 feet; thence

South 41°35' East 186 feet to the POINT OF BEGINNING; thence

South 41°35' East 300 feet; thence

North 72°09' East 93 feet to a point of curve; thence

Northeasterly following a curve to the left 191 feet; thence

North 47°40' West 329 feet to a point North 48°25' East 234 feet from the point of beginning; thence

South 48°25' West 234 feet to the point of beginning.

Parcel 2

Starting at the point where the north line of the Right of Way of the new highway intersects the east line of the County road, which point is 530 feet south and 30 feet East of the West quarter corner of Section 33, Township 2 South, of Range 35 East of the Boise Meridian, thence Southeasterly following said highway South 54°44' East 279 feet; thence

South 52°44' East 100.5 feet to the POINT OF BEGINNING; thence

South 52°44' East 154.5 feet, thence

South 46°12' East 412.5 feet, thence

South 41°35' East 186 feet; thence

North 48°25' East 234 feet; thence

South 47°40' East 329 feet to the North line of a county road, thence Northerly following said line on a curve to the left 86 feet to a point on tangent, thence

North 74 feet to a point on the South line of the Salmon River Railroad right of way, thence Westerly on a curve to the left 997 feet, more or less, to a point that is South 73°50' East 452.4 feet of the point where the East line of the county road intersects the South line of the Salmon River Railroad right of way; thence

South 130.1 feet; thence

North 73°50' West 131.7 feet to the POINT OF BEGINNING.

State of Idaho
Department of Water Resources

Water Right

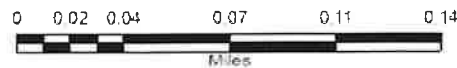
35-4175

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 5/4/2026



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



INDUSTRIAL





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

June 03, 2026

GRAIN CRAFT LLC
201 W MAIN ST
CHATTANOOGA TN 37408-1173

Re: Change in Ownership for Water Right No(s): 35-4175

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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)