

RECEIVED

JUL 02 2020

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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.
	36-8490			
	36-15220			

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

METROPOLITAN LIFE INSURANCE COMPANY

c/o MetLife Investment Management, LLC

205 E. River Park Circle, Ste. 430

Fresno, CA 93720

Phone 559-470-6458

Email jdressler@metlife.com

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

Hurtado Holsteins, LLC

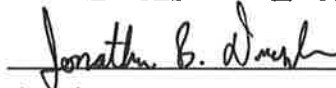
5. Expiration Date of Notification Period

June 25, 2030

6. Is this a Renewal of Request for Notification?

☒ YES ☐ NO

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



Title, if applicable

Jonathan B. Dressler, as Authorized Signator and Director of

SUPPORT DATAMetLife Investment Management, LLC, as Investment
Manager of Metropolitan Life Insurance Company**IN FILE #** 36-8490**For Office Use Only**Received by DMDate 7-2-2020Receipt No. S038015Fee \$50-

Processed by AJ

Date

WR DMDate 8-8-2020

Exhibit C

Exhibit C: Mortgage documents signed June 11, 2020.

Instrument # 2202749

JEROME COUNTY, JEROME, IDAHO
06-12-2020 10:57:22 AM No. of Pages: 37
Recorded for: TITLEONE - TWIN FALLS
MICHELLE EMERSON Fee: \$66.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

18309474

WHEN RECORDED MAIL TO:
Metropolitan Life Insurance Company
c/o MetLife Investment Management, LLC
205 E River Park Circle, Suite 430
Fresno, CA 93720
Attn: Director, WRO

Space above this line for Recorder's Use

Northside / Hurtado RE Term Loans
Loan Nos: 195119 & 197672

**JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING**

FOR THE PURPOSE OF FACILITATING THE RECORD HEREOF, THIS INSTRUMENT HAS BEEN EXECUTED IN THREE COUNTERPARTS, EACH OF WHICH SHALL BE TAKEN TO BE AN ORIGINAL, AND ALL OF WHICH TOGETHER OR ANY ONE THEREOF SHALL BE DEEMED TO CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

This **JOINDER AGREEMENT AND MODIFICATION OF MORTGAGES AND OTHER LOAN DOCUMENTS**, dated as of June 11, 2020 (this "Agreement"), is entered into by **NORTHSIDE DAIRY**, an Idaho general partnership (the "Northside"), **THE ESTATE OF PAUL EDWARD CIOCCA**, a/k/a Paul Ciocca, deceased (the "Estate of PEC"), and **DAWNA M. CIOCCA** ("DMC"); and Northside, the Estate of PEC and DMC, individually and collectively "Existing Borrowers"; **HURTADO HOLSTEINS, LLC**, an Idaho limited liability company ("Holsteins"), **JESUS HURTADO DAIRY, LLC**, an Idaho limited liability company ("Dairy"), **HURTADO FARMS, LLC**, an Idaho limited liability company ("Farms"), **HURTADO TRUCKING, LLC**, an Idaho limited liability company ("Trucking"), **JESUS HURTADO** ("JH"), and **GRISelda HURTADO** ("GH"), and Holsteins, Dairy, Farms, Trucking, JH and GH, individually and collectively, "Additional Borrowers", and Existing Borrowers and Additional Borrowers, individually and collectively, "Borrowers", to and for the benefit of **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation ("Lender").

PRELIMINARY STATEMENTS

- A. Existing Borrowers previously operated a dairy known as the Northside Dairy, located near Jerome, Idaho (the "Northside Dairy Facility").
- B. Lender has made loans to Existing Borrowers (individually and collectively, the "Loans") evidenced, without limitation, the following:
- (1) Promissory Note dated December 19, 2011, in the original principal sum of by Paul Ciocca ("PEC"), DMC and Northside (individually and collectively, "Original Borrowers"), to and in favor of Lender (the "Loan 195119 Note");

- (2) Loan Agreement dated December 19, 2011, by Original Borrowers, to and in favor of Lender (the "Loan 195119 Loan Agreement");
- (3) Promissory Note dated July 6, 2015, in the original principal sum of _____, by Original Borrowers, to and in favor of Lender (the "Loan 197672 Note", and the Loan 195119 Note and the Loan 197672 Note, individually and collectively, the "Notes"); and
- (4) Loan Agreement dated July 6, 2015, by Original Borrowers, to and in favor of Lender (the "Loan 197672 Loan Agreement", and the Loan 195119 Loan Agreement and the Loan 197672 Loan Agreement, individually and collectively, the "Loan Agreements").

C. Existing Borrowers' obligations to Lender under the Notes, and all other indebtedness, liabilities and obligations of Existing Borrowers in connection with the Loans are secured, without limitation, the following (individually and collectively, the "Collateral Documents");

- (1) Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated December 19, 2011, from Original Borrowers to and in favor of Lender, with respect to the land described on Exhibit A, attached (the "Mortgaged Land"), upon which is located, without limitation, the Northside Dairy Facility, and other personal property of Original Borrowers described therein, and recorded on December 29, 2011, in the Jerome County, Idaho records as instrument no. 2115922, on December 29, 2011 (the "Loan 195119 Mortgage");
- (2) Assignment of Bonuses, Rentals and Royalties – Oil, Gas and Minerals, dated December 19, 2011, from Original Borrowers to and in favor of Lender, and recorded on December 29, 2011, in the Jerome County, Idaho records as instrument no. 2115923, on December 29, 2011 (the "Loan 195119 Assignment of BRRs");
- (3) Pledge Agreement dated December 19, 2011, from Original Borrowers to and in favor of Lender, with respect to certain shares of the common stock of Northside Canal Company described on Exhibit B attached (the "Water Shares", and that pledge agreement, the "Loan 195119 Stock Pledge");
- (4) Continuing Assignment of Producer's Milk Proceeds effective January 13, 2012, between Northside, Lender and Northwest Dairy Association ("NDA"), relating to the proceeds from the sale of fluid milk and other dairy products ("Milk Proceeds") from the Northside Dairy Facility by Northside to NDA (that continuing assignment, the "Loan 195119 Milk Assignment");
- (5) Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated July 6, 2015, from Original Borrowers to and in favor of Lender, with respect to the Mortgaged Land and other personal property of Original Borrowers described therein, and recorded on July 7, 2015, in the Jerome County, Idaho records as instrument no. 2152520, on July 7, 2015 (the "Loan 197672 Mortgage", and the Loan 195119 Mortgage and the Loan 197672 Mortgage, individually and collectively, the "Mortgages");
- (6) Assignment of Bonuses, Rentals and Royalties – Oil, Gas and Minerals, dated July 6, 2015, from Original Borrowers to and in favor of Lender, recorded on July 7, 2015, in the Jerome County, Idaho records as instrument no. 2152521, on July 7, 2015 (the "Loan 197672 Assignment of BRRs", and the Loan 195119 Assignment of BRRs and the Loan 197672 Assignment of BRRs, individually and collectively, the "Assignments of BRRs");

- (7) Pledge Agreement dated July 6, 2015, from Original Borrowers to and in favor of Lender, with respect to the Water Shares (the "Loan 197672 Stock Pledge", and the Loan 195119 Stock Pledge and the Loan 197672 Stock Pledge, the "Stock Pledges");
- (8) State of Idaho Department of Natural Resources Notice of a Security Interest in a Water Right, with respect to the water rights described on Exhibit C attached (the "Water Rights"), acknowledged by the State Idaho Department of Natural Resources as of July 28, 2015 (the "State Water Rights Assignment"); and
- (9) Continuing Assignment of Producer's Milk Proceeds effective July 24, 2015, between Northside, Lender and NDA relating to the Milk Proceeds from the Northside Dairy Facility (the "Loan 197672 Milk Assignment", and the Loan 195119 Milk Assignment and the Loan 197672 Milk Assignment, the "Milk Assignments").

D. Lender's liens and security interests in Existing Borrowers' personal property under the Collateral Documents are perfected by the following:

- (1) UCC-1 Financing Statement filed with the Secretary of State of Idaho on December 30, 2011, as instrument 2011-1101875-3 (the "Loan 195119 UCC-1");
- (2) UCC-1F Farm Products Financing Statement filed with the Secretary of State of Idaho December 30, 2011, as instrument F83598 (the "Loan 195119 UCC-1F");
- (3) UCC-1 Financing Statement filed with the Secretary of State of Idaho on July 8, 2015, as instrument 2015-1159854-9 (the "Loan 197672 UCC-1", and the Loan 195119 UCC-1 and the Loan 197672 UCC-1, individually and collectively, the "UCC-1s"); and
- (4) UCC-1F Farm Products Financing Statement filed with the Secretary of State of Idaho July 8, 2015, as instrument F_____ (the "Loan 197672 UCC-1F"; and the Loan 195119 UCC-1F and the Loan 197672 UCC-1F, individually and collectively, the "UCC-1Fs").

E. PEC passed in early 2017; and PEC's interest in the Mortgaged Land and other property granted to Lender under the Collateral Documents (collectively, the "Collateral") is held in the name of the PEC Estate.

F. Existing Borrowers and Holstein have entered into the Purchase and Sale Agreement for Real Estate and Related Assets date as of or about the date of this Agreement (the "Purchase Agreement"), under which Existing Borrower have agreed to sell their interest in the Collateral to Holstein under the terms and conditions therein (the "Sale").

G. The conditions of the Sale include, without limitation, (1) that the Loans not be repaid and that the Collateral be sold to Holsteins subject to the Mortgages and the liens and security interests created under the other Collateral Documents, and (2) the purchase price be paid by Holsteins to Existing Borrowers over time under the terms of a loan in the amount of \$8,500,000.00 (the "Seller Financing") evidenced and secured by the instruments and agreements listed on Exhibit D attached (individually and collectively, the "Seller Financing Documents"). Under the terms of the Seller Financing, principal payments made to MetLife under the MetLife Notes will constitute a credit against the principal amount of the Seller Financing.

H. Lender has agreed to the Sale and the Seller Financing, subject to Borrowers entering into this Agreement, and satisfaction of the terms and conditions hereof to be satisfied by Borrowers.

I. Additional Borrowers and the Existing Borrowers will derive substantial direct and indirect benefit from the Loans and Lender's covenants herein.

J. Each Additional Borrower has requested and is willing to become a Borrower under the Notes, the Loan Agreements, the Collateral Documents and all other instruments and agreements evidencing or securing the Loans (individually and collectively, the "Loan Documents") as hereinafter provided in order to obtain such benefits.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I DEFINITIONS

1.01. Loan Agreement Definitions. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Notes, Mortgages and other Loan Documents.

1.02. Construction. The rules of construction specified in the Notes also apply to this Agreement.

ARTICLE II JOINDER AGREEMENTS; SUPPLEMENTS

2.01. Loan Documents. Each Additional Borrower agrees to, and does hereby, become a "Borrower" under the Notes and the Loan Agreements and become bound by the Notes and the Loan Agreements with the same force and effect as if it were an original party to the Notes and the Loan Agreements. Each party hereto hereby acknowledges and agrees that the Notes and Loan Agreements are hereby amended such that each reference in the Notes and the Loan Agreements to a "Borrower" shall also mean and be a reference to the Existing Borrower and the Additional Borrowers, individually and collectively.

2.02. Mortgages. Without limiting the generality of the foregoing, each Additional Borrower agrees to, and does hereby, become a "Mortgagor" under the Mortgages and become bound by the Mortgages with the same force and effect as if it were an original grantor under the Mortgages. Each party hereto hereby acknowledges and agrees that the Mortgages are hereby amended such that each reference in the Mortgages to a "Mortgagor" shall also mean and be a reference to the Existing Borrower and the Additional Borrowers, individually and collectively.

2.03. Assignments of BRRs. Without limiting the generality of the foregoing, each Additional Borrower agrees to, and does hereby, become an "Owner" under the Assignments of BRRs and become bound by the Assignments of BRRs with the same force and effect as if it were an original owner under the Assignments of BRRs. Each party hereto hereby acknowledges and agrees that the Assignments of BRRs are hereby amended such that each reference in the Assignments of BRRs to an "Owner" shall also mean and be a reference to the Existing Borrower and the Additional Borrowers, individually and collectively.

2.04. Joint and Several Liability. Without limiting the generality of the foregoing, each Additional Borrower hereby assumes and agrees that it is jointly and severally liable for the prompt payment when due, of the unpaid principal amount of the Notes, and all other indebtedness and liabilities

under the Loan Documents, and performance of all other obligations of Existing Borrowers to Lender under the terms and conditions of the Loan Documents (such indebtedness, liabilities and obligations, individually and collectively, the "Obligations") (and, for the avoidance of doubt, each of the Existing Borrowers hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Lender, the prompt payment and performance of, all Obligations of each Additional Borrower to Lender, arising under the Notes and any other Loan Document).

2.05. Grant and Security Interests. Without limiting the generality of the foregoing, subject to and in accordance with Section, each Additional Borrower hereby grants, mortgages, conveys, assigns and pledges to Lender, its successors and assigns, as security for the payment or performance in full of the Obligations, a lien and security interest in all right, title and interest of such Additional Borrower in, to and under the Mortgaged Land and any and all other Collateral now owned or at any time hereafter acquired by such Additional Borrower or in which such Additional Borrower now has or at any time in the future may acquire any right, title or interest.

2.06. Representations and Warranties. Each Additional Borrower represents, warrants, acknowledges and affirms with respect to itself and its properties, that each of the representations and warranties contained in the Loan Documents as it relates to such Additional Borrower is true and correct in all material respects (except where any such representation or warranty is otherwise qualified by materiality, in which case such representation or warranty is true and correct in all respects) as of the date hereof, with the same effect as though such representation had been made on and as of the date hereof after giving effect to the joinder of the Additional Borrower as an additional Borrower and obligor under the Loan Documents.

2.07. Loan Documents. Each Additional Borrower agrees to be obligated and bound by all the terms, provisions and covenants under each of the Loan Documents which are binding on each Existing Borrower.

2.08. Acknowledgement. Each Existing Borrower hereby acknowledges and consents to the Loan Documents, as supplemented by this Agreement, and confirms and ratifies in all respects the Obligations of each Existing Borrower under the Loan Documents to which it is a party, as so supplemented, which shall remain in full force and effect.

2.09. Borrower Agent. Each Additional Borrower hereby appoints JH as representative and agent for all purposes under the Loan Documents; and each Existing Borrower hereby appoints DMC as representative and agent for all purposes under the Loan Documents.

ARTICLE III DELIVERIES

3.01. Deliveries. The effectiveness of this Agreement and Lender's consent and agreements hereunder are subject to the satisfaction or waiver of the following conditions:

(a) Lender's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by an appropriate officer of the signing Borrower, if applicable, each dated as of the date hereof (or, in the case of certificates of governmental officials, a recent date before the date hereof) and each in form and substance reasonably satisfactory to Lender:

(1) executed counterparts of this Agreement;

- (2) a copy of the executed Purchase Agreement, and all associated grant deeds, assignments and other instruments and agreements related thereto or in satisfaction of the terms and conditions thereof (the "Purchase and Sale Documents");
- (3) with respect to the Additional Borrowers, a UCC-3 amendment to the UCC-1 Financing Statements adding Holsteins as an additional Debtor, and all other filings or recordations necessary to continue Lender's perfected first priority lien and security interest in the Collateral which is personal property, except liens and security interests permitted under the Loan Documents;
- (4) a continuing assignment of a portion of the Milk Proceeds from the Northside Dairy Facility sufficient to service the regular payments of principal and interest due to Lender under the Notes or other Loan Documents between Borrowers, Lender and NDA;
- (5) a fully executed escrow agreement between Existing Borrowers, Additional Borrowers, Lender, and TitleOne Corporation, as escrow agent, providing for the delivery of a portion of the Milk Proceeds from the Northside Dairy Facility sufficient to service the regular payments of principal and interest due to Lender under the Notes or other Loan Documents and to Existing Borrower under the Seller Financing Documents, to said escrow agent, who shall then be irrevocably and unconditionally required to deliver so much of the Milk Proceeds from the Northside Dairy Facility as required to make any payment under the Notes or other Loan Documents then due (the "Milk Proceeds Escrow Agreement");
- (6) with respect to the Water Stock, (A) the original stock certificates, and (B) a duly executed acknowledgement of the Northside Canal Company as to the transfer of the Water Stock to Holsteins, and confirming Lender's continuing first priority collateral assignment of the Water Stock as security for the Obligations, and a separate stock power executed by Holsteins in favor of Lender;
- (7) with respect to the State Water Rights, a duly executed acknowledgement by the State of Idaho Department of Natural Resources as to the transfer of the State Water Rights to Holsteins, and confirming Lender's continuing first priority collateral assignment of the State Water Rights as collateral for the Obligations;
- (8) with respect to the Seller Financing, a copy of the promissory note and all other instruments and agreements related thereto (the "Seller Financing Documents");
- (9) an unsecured certificate and environmental indemnity agreement with respect to the Mortgaged Land, duly executed by Borrowers (the "Environmental Indemnity");
- (10) for DMC, Russell Ciocca, Sean Ciocca, JH and GH, each, a copy of their respective driver's license;
- (11) letters of appointment or other evidence of the authority of DMC as Personal Representative of the Estate of PEC to bind the Estate of PEC to this Agreement and the other instruments and agreements required hereunder to which the Estate of PEC is a party;
- (12) a copy of Northside Dairy's partnership agreement and all amendments thereto;

- (13) for Holsteins, Dairy, Farms, and Trucking, each (A) a certificate of good standing issued by the Secretary of State of Idaho, (B) a copy of their articles of organization or existence certified by the Secretary of State of Idaho, and (C) a copy of their operating agreement and all amendments thereto;
- (14) copies of policies or certificates of insurance for the insurance policies carried by any Additional Borrower, together with mortgagee and loss payee endorsements required by Lender;
- (15) a closing certificate in favor of Lender, duly executed by all Existing Borrowers;
- (16) a closing certificate in favor of Lender, duly executed by all Additional Borrowers;
- (17) an Intercreditor Agreement between Rabo Agrifinance, LLC ("RAF"), Lender, and Borrowers, with respect to any security interest RAF may claim in the fixtures, irrigation equipment and milking equipment located on or otherwise used in connection with the Mortgaged Land, and sold by Existing Borrowers to Additional Borrowers under the Purchase and Sale Documents.
- (18) a subordination agreement in favor of Lender, with respect to any leases of the Mortgaged Land entered into by Existing Borrowers or Holsteins, if any;
- (19) good funds in the amount of \$2,500.00 as a loan transfer fee;
- (20) a new ALTA Lender's Policy of Title Insurance with respect to the Mortgages, insuring Lender's first lien upon the Mortgaged Land, in an amount not less than the unpaid principal balance of the Loans, subject only to such exceptions approved by Lender, and including such endorsements required by Lender; and
- (21) such other documentation, agreements and certifications as the Lender may reasonably request.

(b) Lender shall have received, in satisfactory form and substance, all documentation and information required to comply with any obligations under any "know your customer," anti-money laundering or other requirements of applicable law.

(c) Payment of all Lender's out of pocket expenses in connection with this Agreement and the Sale, including without limitation, all fees and expenses of Lender's counsel and all recording fees, search charges, premiums and endorsement charges relating to the Lender's Title Policy, and all governmental fees and expenses regarding the Water Stock and State Water Rights.

ARTICLE IV CONSENT TO SALE

4.01. Consent to Sale. Lender hereby consents to the Sale, subject to Lender's continuing first lien and interest in all Collateral pursuant to the Mortgages and other Collateral Documents. Lender's consent to the Sale is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender's consent pursuant to the terms of the Loan Documents.

4.02. Grant of Security Interest. Borrowers each hereby grant to Lender as collateral for repayment of the Obligations, a security interest in and pledge and assign to Lender, all of their respective rights, title and interest in the Milk Proceeds from Northside Dairy Facility and the Milk

Proceeds Escrow Agreement, all payments due thereunder, and all products and proceeds thereof. Borrowers agree that they are not, by entering into the Milk Proceeds Escrow Agreement, relieved of their obligation to pay and perform the Obligations when due. For purposes of clarity, Borrowers shall pay all principal and interest due under the Notes, and all other Obligations under the Loan Documents when due, whether or not the amount of the Milk Proceeds from Northside Dairy Facility delivered to Lender are sufficient for such purpose.

ARTICLE V SELLER FINANCING

5.01. Consent to Seller Financing. Lender hereby consents to the Seller Financing under the terms of the Seller Financing Documents, and the grant by Holsteins of a second lien and security interest in the Mortgaged Land and the other Collateral pursuant to the terms and conditions of such Seller Financing Documents; subject, however to the terms and conditions of this Agreement. Lender's consent to the Seller Financing is not intended to be and shall not be construed as a consent to any subsequent lien or indebtedness which requires Lender's consent pursuant to the terms of the Loan Documents.

5.02. Subordination. Existing Borrowers hereby irrevocably and unconditionally subordinate the right to payment of the Seller Financing to the prior payment of the Loans and the other Obligations, and subordinate any lien, security interest or other right, title or interest in the Collateral under the Seller Financing Documents to the liens, security interests and other rights, title and interests in the Collateral in favor of Lender under the Loan Documents.

5.03. Payments to Existing Borrowers.

(a) Except with the express written consent of Lender, which consent may be withheld at the sole and absolute discretion of Lender, subject to Section, Additional Borrowers will not make and Existing Borrowers will not accept, at any time while any of the Obligations are owing to Lender: (1) any payment upon any Seller Financing; (2) any advance, transfer, or assignment of assets to Existing Borrowers in any form whatsoever that would reduce at any time or in any way the amount of Seller Financing; or (3) any transfer of any assets as security for the Seller Financing. Existing Borrowers may not accelerate any amounts owed to Existing Borrowers or enforce any of Existing Borrowers' security interests in any Collateral without Lender's prior written consent, which may be withheld in Lender's sole and absolute discretion.

(b) In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, all or any part of Additional Borrowers' assets, or the proceeds of Additional Borrowers' assets, in whatever form, to creditors of Additional Borrowers or upon any indebtedness of Additional Borrowers, whether by reason of the liquidation, dissolution or other winding up of Additional Borrowers, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Additional Borrowers or Additional Borrowers' properties, then and in such event, (1) the Obligations shall be paid in full before any payment is made upon the Seller Financing; and (2) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Seller Financing shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Obligations until the Obligations has been paid in full.

(c) Should any payment, distribution, security, or proceeds thereof be received by Existing Borrowers at any time on the Seller Financing contrary to the terms of this agreement, Existing Borrowers shall immediately deliver the same to Lender in the form received (except Existing Borrowers

will endorse or assign the same to Lender in the manner requested by Lender if necessary), for application on or to secure the Obligations, whether it is due or not due, and until so delivered the same shall be held in trust by Existing Borrowers as property of Lender. If Existing Borrowers fail to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Existing Borrowers to make the same.

(d) Notwithstanding the other terms and provisions of this Article, so long as there exists no default by Existing Borrowers or Additional Borrowers in the payment or performance of any Obligation which has not been cured within any cure or grace period, if any provided under the Loan Documents (an "Event of Default") or event or circumstance that with the passage of time or the giving of notice would be an Event of Default, Additional Borrowers may make, and Existing Borrowers may accept regularly scheduled payments of principal and interest under the Seller Financing Documents.

5.04. Subordination of Existing Borrowers' Remedies; Notice of Default. Existing Borrowers agree that Existing Borrowers shall not declare an event of default nor exercise any remedies available to Existing Borrowers at law or set forth in the Seller Financing Documents at any time while the Obligations are owing to Lender without the prior written approval of Lender, including without limitation, acceleration of the Seller Financing.

5.05. Existing Borrowers' Representations and Warranties. Existing Borrowers represent and warrant to Lender that: (1) no representations or agreements of any kind have been made to Existing Borrowers which would limit or qualify in any way the terms of this agreement; (2) this Agreement is executed at Existing Borrowers' and Additional Borrowers' request and not at the request of Lender; (3) Lender has made no representation to Existing Borrowers as to the creditworthiness of Additional Borrowers; (4) Existing Borrowers have established adequate means of obtaining from Additional Borrowers on a continuing basis information regarding Additional Borrowers' financial condition; (5) Existing Borrowers have received true, correct and complete copies of and has approved the Loan Documents, and hereby consents to the Loan; (6) Existing Borrowers alone are the holder of any Seller Financing Documents and have not assigned, transferred, pledged or hypothecated any of its right, title or interest therein or thereto; and (7) Existing Borrowers are not aware of any default or event which with the giving of notice or the passage of time or both would constitute an event of default under the Seller Financing or any Seller Financing Documents.

5.06. Existing Borrowers' Waivers. Existing Borrowers waive any right to require Lender: (1) to make, extend, renew, or modify any loan to Additional Borrowers or to grant any other financial accommodations to Additional Borrowers whatsoever; (2) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Obligations or of any nonpayment related to any security interests, or notice of any action or nonaction on the part of Additional Borrowers, Lender, any surety, endorser, or other guarantor in connection with the Obligations, or in connection with the creation of new or additional Obligations; (3) to resort for payment or to proceed directly or at once against any person, including Additional Borrowers; (4) to proceed directly against or exhaust any security interests held by Lender from Additional Borrowers, any other guarantor, or any other person; (5) to pursue any other remedy within Lender's power; (6) to marshal any property of Additional Borrowers or any guarantor of the Obligations for the benefit of Existing Borrowers; or (7) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

5.07. Lender's Rights. Lender may take or omit any and all actions with respect to the Obligations or any security interests for the Obligations without affecting whatsoever any of Lender's rights under this agreement. In particular, without limitation, Lender may, without notice of any kind to Existing Borrowers: (1) make one or more additional secured or unsecured loans to Additional Borrowers, or make additional advances to Additional Borrowers with respect to existing loans; (2)

repeatedly alter, amend, renew, extend, accelerate, waive or otherwise change the time for payment, or other terms of the Obligations or any part thereof, including increases and decreases in the rate of interest being charged on the Obligations; (3) take and hold security interests for the payment of the Obligations, and exchange, enforce, waive, and release any such security interests, with or without the substitution of new collateral; (4) add, release, substitute, agree not to sue, settle, compromise or otherwise deal with Additional Borrowers or any one or more of Additional Borrowers' sureties, endorsers, or guarantors on any terms or in any manner as Lender may choose in its; (5) determine how, when and what application of payments and credits, shall be made on the Obligations; (6) apply such security and direct the order or manner of sale thereof, as Lender in its sole discretion may determine; and (7) assign this Agreement in whole or in part, to any other party.

5.08. Dealings with Additional Borrowers.

(a) In making advances under the Obligations, (1) Lender has no duty to, nor has Lender represented that it will, see to the application of any advances by the Person or Persons to whom Lender makes such advances. Any application or use of such advances for purposes other than those provided for in the Loan Documents shall not defeat the subordination herein made, in whole or in part, and (2) Lender may waive any and all conditions to a disbursement contained in the Loan Documents, and no such waiver shall defeat the subordination herein made, in whole or in part.

(b) Existing Borrowers agree (1) to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Existing Borrowers' risks under this Agreement (including but not limited to Additional Borrowers' financial condition) as it deems appropriate, and (ii) that Lender shall have no obligation to disclose to Existing Borrowers information or material acquired by Lender in the course of its relationship with Additional Borrowers.

5.09. Additional Borrower Insolvency Proceedings.

(a) Upon any distribution of the assets or properties of Additional Borrowers or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Additional Borrowers (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as an "Insolvency Proceeding"): (1) Lender shall first be entitled to receive payment in full of all the principal and interest on the Obligations and all fees and any other payments (including post-petition interest and all costs and expenses) owing pursuant to the terms of the Loan Documents, before Existing Borrowers is entitled to receive any payment on account of the Seller Financing; (2) until the Obligations has been satisfied in full, any payment or distribution of the assets or properties of Additional Borrowers of any kind or character, whether in cash, property, or securities, to which the Existing Borrowers would be entitled except for the provisions of this Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Lender; and (3) in the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Additional Borrowers of any kind or character, whether in cash, property, or securities, shall be received by Existing Borrowers on account of principal, interest, fees, or other amounts on or with respect to the Seller Financing before all of the Obligations has been paid in full, such payments or distribution shall be received and held in trust for and shall be paid over to Lender forthwith, for application to the payment of the Obligations until all of the Obligations has been paid in full in accordance with the terms of the Loan Documents.

(b) To effectuate the foregoing, Existing Borrowers do hereby irrevocably authorize Lender (1) to file a proof of claim arising out of the Seller Financing as Lender may deem appropriate; (2) to vote such claims in any Insolvency Proceeding; (3) to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Obligations; and (4) to present a copy of this Agreement to any

bankruptcy court, to any trustee, and to the debtor in possession in order to effectuate the payment priorities set forth in this Agreement. The delegations of authority by Existing Borrowers to Lender with respect to any Insolvency Proceeding that are provided for in this section shall also apply to any claim that may be filed in connection with any proceeding for dissolution, winding up, liquidation, or reorganization of Additional Borrowers (whether in bankruptcy, insolvency, or receivership proceedings or upon an assignment for the benefit of creditors or otherwise) tending toward liquidation of the business or the assets of Additional Borrowers, and Existing Borrowers also agrees that Lender may present this Agreement to any judge, trustee or other party in charge of such proceeding in order to effectuate the payment priorities set forth in this Agreement. Existing Borrowers further agrees that it shall not propose, advocate, vote for, or otherwise support any plan of reorganization or liquidation that is inconsistent with such payment priorities.

ARTICLE VI MISCELLANEOUS

6.01. Environmental Indemnity Unsecured. Notwithstanding any term or provision to the contrary in this Agreement or the other Loan Documents, (1) the Environmental Indemnity is not a "Loan Document", and (2) the indebtedness, liabilities and obligations of Borrowers under the Environmental Indemnity (A) are not "Obligations" and (B) are not secured by the Collateral Documents.

6.02. Loan Documents Remain in Effect; No Release of Existing Borrowers. This Agreement is a modification only and not a novation of any Loan Document. Except as specifically amended by this Amendment and any prior amendments, the Notes and the other Loan Documents shall remain in full force and effect and is hereby ratified and confirmed. Existing Borrowers are not hereby released from any indebtedness, liabilities or obligations under the Loan Documents.

6.03. Amendments, etc.; Successors and Assigns.

(a) No amendment to or waiver of any provision of this Agreement or of the Loan Documents, as supplemented by this Agreement, nor consent to any departure by any Additional Borrower herefrom or therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender and, with respect to any such amendment, by any Additional Borrower or the Borrower Lender on behalf of such Additional Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) This Agreement and each other instruments delivered in connection herewith or therewith shall be deemed to be a "Loan Document" under the Notes, and each of this Agreement and the other Loan Documents, as supplemented by this Agreement, shall be binding upon each Additional Borrower and Existing Borrowers and each of their successors, transferees and assigns and shall inure to the benefit of the Secured Parties and each of their respective successors, transferees and assigns; provided, however, that any Additional Borrower may not assign its obligations hereunder or under any of the Loan Documents, as supplemented by this Agreement, without the prior written consent of Lender.

6.04. Survival of Agreement. All covenants, agreements, representations and warranties made by each Borrower in each Loan Document, as supplemented by this Agreement, and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by Lender and Lenders and shall survive the execution and delivery of this Agreement, regardless of any investigation made by Lender and notwithstanding that Lender may have had notice or knowledge of any default or Event of Default or incorrect representation or warranty at the time any credit is extended under any Loan Agreement, and

shall continue in full force and effect (provided that all representations and warranties shall be as of the date made or deemed made) until full payment and performance of the Obligations.

6.05. Waivers. No failure or delay by Lender or any Lender in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Lender hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have.

6.06. Notices. All requests, notices, approvals, consents, and other communications between the parties to this Agreement (individually and collectively, "Notices") under the terms and conditions of the Loan Documents must be in writing and mailed or delivered to the address specified below:

If to an Existing Borrower:

[Name of Existing Borrower]
c/o Dawna M. Ciocca
1305 Riverside Dr.
Buhl, Idaho 83316

With a copy to:
Kimberly L. Williams
PO Box 168
Jerome, Idaho 83338

If to an Additional Borrower:

[Name of Additional Borrower]
c/o Jesus Hurtado
2306 East 3600 South
Wendell, Idaho 83355

If to Lender:

Metropolitan Life Insurance Company
c/o MetLife Investment Management, LLC
10801 Mastin Blvd., Ste. 700
Overland Park, KS 66210
Attn: LMG Director

with a copy to:

Metropolitan Life Insurance Company
c/o MetLife Investment Management, LLC
205 E River Park Circle, Ste. 430
Fresno, CA 93720
Attn: Director, WRO

with a copy to:

Metropolitan Life Insurance Company
c/o MetLife Investment Management, LLC
10801 Mastin Blvd., Ste. 700
Overland Park, KS 66210
Attn: Law Department

All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Lender will not be effective until actually received by Lender. All telephonic Notices to and other telephonic communications with Lender may be recorded by Lender, and each Party consents to such recording

Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

6.07. Severability. If any provision of this Agreement or any other Loan Document, as supplemented by this Agreement, is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement or such other Loan Document shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions, with valid provisions, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.08. Counterparts, Integration, Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, as supplemented by this Agreement, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective as to each Additional Borrower when it shall have been executed by the Additional Borrowers and Existing Borrowers and when Lender shall have received counterparts hereof bearing the signature of each Additional Borrower and Existing Borrowers. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

6.09. Duration and Termination. The terms and provisions of this Article will remain in full force and effect until all of the Obligations shall have been paid in full and Lender no longer has any obligations to make further advances to Additional Borrowers under the Loan Documents.

6.10. Drafting Conventions.

(a) Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

(b) Lender Discretion. Wherever: (A) Lender exercises any right given to it to approve or disapprove; (B) any arrangement or term is to be satisfactory to Lender; or (C) any other decision or determination is to be made by Lender, then except as may be otherwise expressly and specifically provided therein, the decision to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by Lender, will be in the sole discretion of Lender, without regard for the adequacy of any security for the Obligations;

(c) Other. (1) the words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation"; (2) unless otherwise expressly stated, terms and provisions applicable to two or more persons apply on an individual, as well as a collective basis; (3) references to a parcel or tract of real estate means, without limitation, the land described, and any and all improvements located thereupon and all easements or other rights or interests benefiting that land; (4) references to an agreement or instrument means that agreement or instrument and all schedules, exhibits, and appendices thereto, together with all extensions, renewals, modifications, substitutions and amendments thereof, subject to any restrictions thereon in that agreement or instrument or in the Loan Documents; (5) references to a party to an instrument or agreement means that party, together with any successors and assigns of any of that party's rights and obligations under such instrument agreement (subject, however, in the case of the Loan Documents, to restrictions contained in the Loan Documents on the transfer of those rights and obligations); (6) whenever by the terms of the Loan Documents, Borrowers are prohibited from taking an action or permitting the occurrence of some circumstance, Borrowers shall not, directly or indirectly take that action or permit that circumstance, or directly or indirectly permit any subsidiary of Borrower to take that action or permit that circumstance; (7) unless specified otherwise, references to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations; (8) unless otherwise specified, all references to a time of day are references to the time in Overland Park, Kansas; (9) references to "month" or "year" are references to a calendar month or calendar year, respectively; (10) a pronoun used in referring generally to any member of a class of Persons, or Persons and things, applies to each member of that class, whether of the masculine, feminine, or neuter gender; (11) references to "articles," "sections," "subsections," "paragraphs," "exhibits," and "schedules" reference articles, sections, subsections, paragraphs, exhibits, and schedules, respectively, of the Loan Agreement unless otherwise specifically provided; (12) the words "hercof," "herein," "hereunder," and "hereby" refer to the Loan Agreement as a whole and not to any particular provision of the Loan Agreement; and (13) the definitions in the Loan Agreement apply equally to both singular and plural forms of the terms defined.

6.11. WAIVER OF PRIOR CLAIMS. NEITHER EXISTING BORROWERS NOR ADDITIONAL BORROWER HAVE ANY (A) OFFSETS AGAINST THE AMOUNT PAYABLE UNDER THE LOAN DOCUMENTS; (B) DEFENSES TO THE PAYMENT OF ANY AMOUNTS UNDER THE LOAN DOCUMENTS; OR (C) CLAIMS AGAINST LENDER IN CONNECTION WITH THE LOAN DOCUMENTS. TO THE EXTENT ANY SUCH OFFSETS, DEFENSES, OR CLAIMS DO EXIST, EXISTING BORROWERS AND ADDITIONAL BORROWERS HEREBY WAIVE AND RELEASE ANY AND ALL OFFSETS, DEFENSES AND CLAIMS AGAINST LENDER AND THE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF LENDER, RELATING OR PERTAINING TO OR AS A RESULT OF ANY ACT OR OMISSION WHICH HAS

OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT INCLUDING ALL CLAIMS AND DEFENSES OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION.

6.12. GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.

6.13. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS, AS SUPPLEMENTED BY THIS AGREEMENT, AND THE OTHER INSTRUMENTS DELIVERED IN ACCORDANCE HERewith AND THEREWITH, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES OR BY PRIOR OR CONTEMPORANEOUS WRITTEN AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signature Pages Follow.]

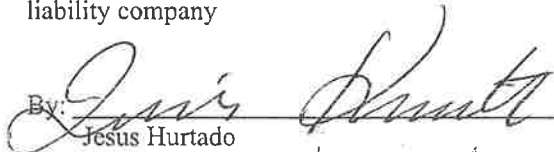
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADDITIONAL BORROWERS:

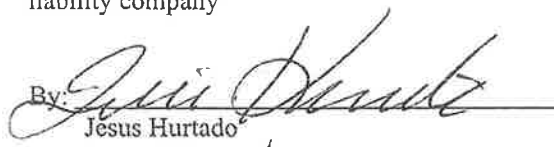

JESUS HURTADO


GRISELDA HURTADO


HURTADO HOLSTEINS, LLC, an Idaho limited liability company

By: 
Jesus Hurtado
Its: managing member

JESUS HURTADO DAIRY, LLC, an Idaho limited liability company

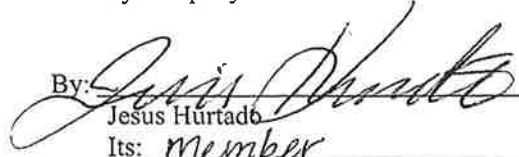
By: 
Jesus Hurtado
Its: member

HURTADO FARMS, LLC, an Idaho limited liability company

By: 
Jesus Hurtado
Its: member

JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING
Signature Page

HURTADO TRUCKING, LLC, an Idaho limited
liability company


By: 
Jesus Hurtado
Its: member

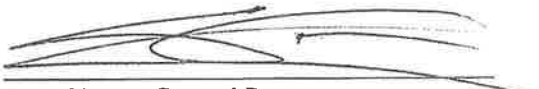
JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING
Signature Page

EXISTING BORROWERS:


NORTHSIDE DAIRY, an Idaho general partnership

By: 
Russell Ciocca, General Partner

By: 
Dawna M. Ciocca, as Personal Representative of
the Estate of Paul Edward Ciocca, General Partner

By: 
Sean Ciocca, General Partner

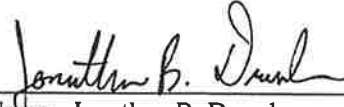

DAWNA M. CIOCCA


DAWNA M. CIOCCA, as Personal
Representative of the Estate of Paul Edward
Ciocca

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: METLIFE INVESTMENT MANAGEMENT, LLC,
its Investment Manager

By: 
Name: Jonathan B. Dressler
Its: Authorized Signatory and Director

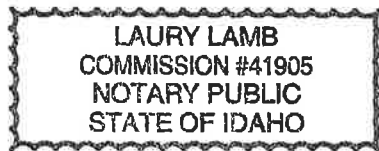
JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING

Signature Page

County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared RUSSELL CIOCCA as Partner of NORTHSIDE DAIRY, an Idaho general partnership, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



Lamy Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

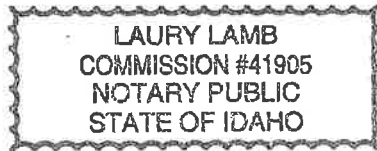
JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING

Signature Page

STATE OF IDAHO)
)
 ss:
County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JESUS HURTADO, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

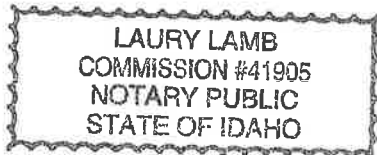


Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

STATE OF IDAHO)
)
 ss:
County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GRISELDA HURTADO, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

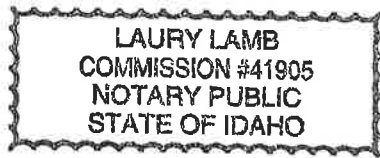
JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING

Signature Page

STATE OF IDAHO)
)
 ss:
County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JESUS HURTADO, as managing member of HURTADO HOLSTEINS, LLC, an Idaho limited liability company, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

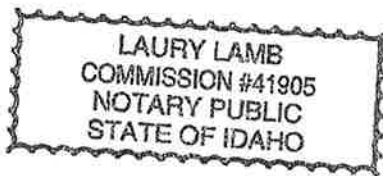


Laurie Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/3/2022

STATE OF IDAHO)
)
 ss:
County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JESUS HURTADO, as member of HURTADO DAIRY, LLC, an Idaho limited liability company, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



Laurie Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/3/2022

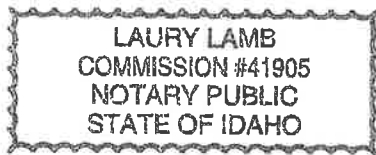
JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING

Signature Page

STATE OF IDAHO)
)
County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JESUS HURTADO, as member of HURTADO FARMS, LLC, an Idaho limited liability company, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

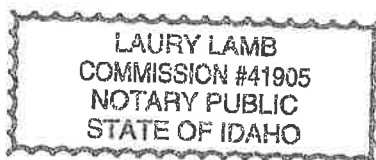


Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

STATE OF IDAHO)
)
County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JESUS HURTADO, as member of HURTADO TRUCKING, LLC, an Idaho limited liability company, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING

Signature Page

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

STATE OF CALIFORNIA

COUNTY OF FRESNO) SS

On June 3, 2020, before me, Cathy M. Kelly, NOTARY PUBLIC, personally appeared JONATHAN B. DRESSLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

Cathy M. Kelly
Notary Public



JOINDER AGREEMENT, MODIFICATION OF
MORTGAGES AND OTHER LOAN DOCUMENTS
AND SUBORDINATION OF SELLER FINANCING

Signature Page

ACKNOWLEDGMENT BY SEAN CIOCCA AND RUSSELL CIOCCA

SEAN CIOCCA AND RUSSELL CIOCCA (individually and collectively, the "**Ciocca Brothers**") are payees under the Seller Financing and otherwise may have an interest in the subject matter, terms and conditions of the foregoing Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing (the "**Agreement**"). By their signature below, the Ciocca Brothers (a) acknowledge receipt of a copy of the Agreement, consent thereto, and agree to recognize all priorities and other rights granted thereby to the parties thereto, and will do no act or perform any obligation that is not in accordance with the priorities and agreements set forth in the Agreement; (b) that MetLife, Existing Borrowers and Additional Borrowers (as defined in the Agreement) may exchange information regarding the undersigned; (c) to execute and deliver to MetLife, Existing Borrower or Additional Borrowers such additional documents and authorizations as either MetLife, Existing Borrowers or Additional Borrowers may require to carry out the intent and purposes of the Agreement; and (d) without limiting any provision hereof or of any other document, that the terms of the Agreement do not give them any substantive rights against MetLife, Existing Borrowers or Additional Borrowers, and the undersigned shall not use the violation of the Agreement by any party as a defense to the enforcement by MetLife or Existing Borrowers or any of their respective rights or remedies.


SEAN CIOCCA
RUSSELL CIOCCA

[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF CIOCCA BROTHERS]

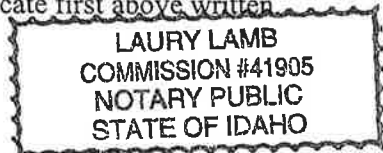
STATE OF IDAHO)

ss:

County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared SEAN CIOCCA, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

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



Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

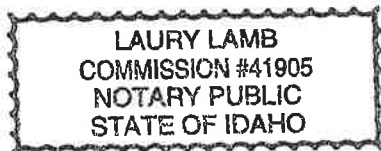
STATE OF IDAHO)

ss:

County of Jerome)

On this 11 day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared RUSSELL CIOCCA, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

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



Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF CIOCCA BROTHERS]

EXHIBIT A

MORTGAGED LAND

TRACT 1

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: SW $\frac{1}{4}$ NW $\frac{1}{4}$;

That part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°42' East, 1322.12 feet to the Southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 0°02' West, 602.27 feet along the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to intersect
the centerline of the North Side Canal Company, S-2 Canal, as presently
constructed;
Thence along the centerline of said S-2 Canal the following distances and courses:
North 75°33' West, 120.18 feet;
South 89°55' West, 119.02 feet;
South 68°57' West, 287.70 feet;
North 70°57' West, 143.05 feet;
North 39°25' West, 94.73 feet;
North 9°37' West, 211.48 feet;
North 56°37' West, 128.60 feet;
North 73°39' West, 346.09 feet;
North 47°41' West, 148.89 feet;
South 42°19' West, 20 feet;
North 89°42' West, 25 feet to the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 0°02' East, 1104 feet along the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to THE
POINT OF BEGINNING.

TRACT 2

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM a parcel of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at the South Quarter Corner for Section 11;
Thence North 0°03'36" East 1320.18 feet along the Easterly boundary of the Southwest
Quarter (SW $\frac{1}{4}$) to the Southeast Corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ marked with a steel pin and
survey cap the TRUE POINT OF BEGINNING;
Thence North 0°03'36" East 295.16 feet along the Easterly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°41'34" West 295.16 feet;
Thence South 0°03'36" West 295.16 feet to the Southerly boundary of the NE¼SW¼;
Thence South 89°41'34" East 295.16 feet along said Southerly boundary to the TRUE
POINT OF BEGINNING.

TRACT 3

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: N½SE¼, EXCEPTING THEREFROM the following described parcel of
land:

Beginning at the Southeast corner of Section 10, Township 8 South, Range 16, East of
the Boise Meridian;
Thence North 0°02' West, 1321.91 feet to the East side of the canal bank and to the
TRUE POINT OF BEGINNING;
Thence North 0°02' West, 265.00 feet;
Thence South 89°58' West, 390.00 feet more or less to the East side of the canal bank;
Thence South 11°47' West, 81.70 feet;
Thence South 14°43' East, 110.00 feet;
Thence South 2°23' East, 43.20 feet;
Thence South 2°09' West, 34.90 feet, all along the East side of the canal bank;
Leaving said canal bank and proceeding North 89°58' East, 380.00 feet to the TRUE
POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM a parcel of land in the NE¼SE¼ of said
Section, described as follows:

Commencing at the Southeast corner of Section 10;
Thence North 0°02'00" West, 1321.91 feet along the East section line of Section 10 to a
found ½" rebar, marking the Southeast corner of the NE¼SE¼;
Thence continuing North 0°02'00" West, 265.00 feet along said line to THE TRUE
POINT OF BEGINNING;
Thence South 88°55'13" West, 390.45 feet to a point on an irrigation canal;
Thence North 14°52'07" East, 39.16 feet along said canal to a point;
Thence North 17°16'38" West, 229.57 feet along said canal to a point;
Thence North 74°28'49" East, 207.69 feet along said canal to a point;
Thence North 24°24'14" East, 116.65 feet along said canal to a point;
Thence South 88°15'37" East, 200.12 feet along said canal to a point on the East section
line of Section 10;
Thence South 0°02'00" East, 412.72 feet along the East section line of Section 10 to THE
TRUE POINT OF BEGINNING.

TRACT 4

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: That part of the E $\frac{1}{2}$ SW $\frac{1}{4}$ described as follows:

Beginning at the South quarter corner for Section 3, marked with a $\frac{1}{2}$ " steel pin and survey cap, being THE TRUE POINT OF BEGINNING;
Thence North 0°03'02" East 1320.71 feet along the Easterly boundary of E $\frac{1}{2}$ SW $\frac{1}{4}$ to the Northeast corner for the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 0°03'02" East 629.01 feet along the Easterly boundary for E $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence North 89°32'23" West 1321.47 feet to the Westerly boundary of E $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 0°03'29" West 629.01 feet along the Westerly boundary of E $\frac{1}{2}$ SW $\frac{1}{4}$ to the Northwest corner of SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 0°03'29" West 1321.67 feet along the Westerly boundary of E $\frac{1}{2}$ SW $\frac{1}{4}$ to the Southwest corner for SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°34'54" East 1321.72 feet along the Southerly boundary of Section 3 to THE TRUE POINT OF BEGINNING.

TRACT 5

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: N $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Commencing at the North quarter section corner of Section 10, being THE TRUE POINT OF BEGINNING;
Thence South 0°07'55" East along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 511.29 feet;
Thence North 74°13'55" East, 87.18 feet;
Thence North 89°03'20" East, 138.42 feet;
Thence South 48°35'00" East, 80.77 feet;
Thence North 55°56'25" East, 141.18 feet;
Thence North 32°26'25" East, 155.89 feet;
Thence North 4°24'30" East, 326.90 feet to a point on the North boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 89°45'15" West, 509.76 feet along the North boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING.

TRACT 6

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 10: S $\frac{1}{2}$ NE $\frac{1}{4}$

TRACT 7

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 3: Part NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the South Quarter corner of Section 3 marked with a $\frac{1}{2}$ " (one-half inch) steel pin;
Thence North 0°03'02" East 1949.72 feet along the Easterly boundary of the SW $\frac{1}{4}$ of Section 3;
Thence North 89°32'24" West 662.31 feet to the TRUE POINT OF BEGINNING marked with a $\frac{1}{2}$ " (one-half inch) steel pin and survey cap;
Thence North 89°32'24" West 659.16 feet to the Westerly boundary of NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 0°03'29" East 692.69 feet along said Westerly boundary to the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°29'55" East 693.58 feet along the Northerly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 2°54'21" West 692.80 feet along an existing fence to the TRUE POINT OF BEGINNING.

TRACT 8

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 14: W $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM that parcel more particularly described as follows:

Beginning at the Northeast corner of Section 14;
Thence South 89°59'11" West 1322.44 feet along the Northerly boundary of Section 14 to the Northeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ and THE TRUE POINT OF BEGINNING;
Thence South 89°59'11" West 145.00 feet along the Northerly boundary of Section 14;
Thence South 0°14'05" East 220.10 feet;
Thence 145.91 feet Southeasterly along a Curve Right having a Radius of 675.00 feet and a Chord of South 35°57'18" East 145.63 feet;
Thence North 89°59'11" East 59.97 feet to the Easterly boundary of W $\frac{1}{2}$ NE $\frac{1}{4}$;
Thence North 0°14'05" West 338.00 feet along said Easterly boundary of W $\frac{1}{2}$ NE $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING.

TRACT 9

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 36: W $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner of Section 36;
Thence South 89°28'33" East, 1317.59 feet along the Southerly boundary of Section 36 to the Southeast corner of W $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence North 0°04'29" East, 1322.16 feet along the Easterly boundary of W $\frac{1}{2}$ SW $\frac{1}{4}$ to the Southeast corner of NW $\frac{1}{4}$ SW $\frac{1}{4}$ and THE TRUE POINT OF BEGINNING;
Thence North 0°04'29" East, 364.14 feet along the Easterly boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 85°30'19" West, 161.76 feet;
Thence South 2°33'51" East, 350.50 feet to the Southerly boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 89°28'39" East, 145.13 feet along the Southerly boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the East forty feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 7 South, Range 16, East Boise Meridian, as deeded to the Jerome Highway District by Quitclaim Deed dated April 6, 1959, recorded May 12, 1959 in Book 140 of Deeds Page 471 as Instrument Number 139368, Jerome County records.

TRACT 10

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 6: A tract of Land located in Government Lots 3, 4, 5 and 6, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, more particularly described as follows:

Beginning at the Northwest corner of said Section 6;
Thence South 0°09'40" West a distance of 811.03 feet along the Westerly boundary of said Section 6;
Thence South 89°50'20" East a distance of 40.00 feet to a point on the Easterly boundary of a state highway and the intersection of a county road;
Thence Easterly along the center of said county road the following courses and distances:
South 84°11'26" East a distance of 17.69 feet;
Thence South 60°33'23" East a distance of 119.20 feet;
Thence South 64°22'32" East a distance of 158.16 feet;
Thence South 74°15'43" East a distance of 160.40 feet;
Thence South 89°15'36" East a distance of 141.56 feet;
Thence North 76°31'54" East a distance of 191.71 feet;
Thence North 69°54'23" East a distance of 60.99 feet;
Thence South 01°04'47" East a distance of 1704.91 feet to a point 75.00 feet Northerly from the North Bank of the "S" Canal;
Thence Westerly parallel with and approximately 75.00 feet Northerly from the North bank of said "S" Canal the following courses and distances:

South 61°01'07" West a distance of 220.63 feet;
 Thence South 80°39'49" West a distance of 225.08 feet;
 Thence South 71°57'23" West a distance of 169.80 feet;
 Thence South 89°09'19" West a distance of 132.04 feet;
 Thence North 88°24'17" West a distance of 132.40 feet to a point on the Easterly
 boundary of said state highway;
 Thence North 0°00'00" West a distance of 177.57 feet to the Southerly boundary of said
 Government Lot 5;
 Thence North 0°09'40" East a distance of 521.58 feet continuing along the Easterly
 boundary of said state highway;
 Thence South 89°50'20" East a distance of 30.00 feet;
 Thence North 0°09'40" East a distance of 30.00 feet parallel with the Easterly boundary
 of said state highway;
 Thence North 89°50'20" West a distance of 30.00 feet to a point on the Easterly boundary
 of said state highway;
 Thence North 0°09'40" East a distance of 1278.25 feet to the TRUE POINT OF
 BEGINNING.

TRACT 11

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
 JEROME COUNTY, IDAHO

Section 6: A tract of land located in Government Lot 3, 6, the SE¼NW¼ and the
 NE¼SW¼ of said Section, more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 3;
 Thence South 1°07'08" East a distance of 466.43 feet along the Easterly boundary of said
 Government Lot 3 to the center of the "U" Canal and THE TRUE POINT OF
 BEGINNING;
 Thence South 1°07'08" East a distance of 2364.46 feet along the Easterly boundary of
 said Government Lot 3, the SE¼NW¼ and NE¼SW¼;
 Thence North 89°50'34" West a distance of 225.06 feet to a point 30.00 feet Southerly
 from the center of the "S" Canal;
 Thence Westerly parallel with and 30.00 feet distance Southerly from the centerline of
 said canal the following courses and distances:
 North 87°13'11" West a distance of 327.71 feet;
 Thence North 81°45'34" West a distance of 274.41 feet;
 Thence South 60°57'23" West a distance of 187.19 feet;
 Thence South 81°21'11" West a distance of 230.82 feet;
 Thence North 0°00'00" West a distance of 49.60 feet to the center of said "S" Canal;
 Thence Westerly along the center of said "S" Canal the following courses and distances:
 South 80°39'49" West a distance of 11.78 feet;
 Thence South 71°57'23" West a distance of 176.93 feet;
 Thence South 89°09'19" West a distance of 148.43 feet;

Thence North 88°24'17" West a distance of 131.78 feet to the Easterly boundary of a county road which point lies Easterly 40.00 feet at right angles from the Westerly boundary of said Section 6;
 Thence North 0°00'00" West a distance of 95.04 feet along said road boundary to a point 75.00 feet northerly from the North bank of said "S" Canal;
 Thence Easterly parallel with and 75.00 feet distance from the Northerly bank of said "S" Canal the following courses and distances:
 South 88°24'17" East a distance of 132.40 feet;
 Thence North 89°09'19" East a distance of 132.04 feet;
 Thence North 71°57'23" East a distance of 169.80 feet;
 Thence North 80°39'49" East a distance of 225.08 feet;
 Thence North 61°01'07" East a distance of 220.63 feet;
 Thence North 1°04'07" East a distance of 1739.67 feet;
 Thence North 71°51'40" East a distance of 88.40 feet to a point on curve;
 Thence Westerly 84.66 feet on the arc of a non-tangent curve to the right with a radius of 647.96 feet a central angle of 7°29'09" and a chord which bears North 88°25'41" West a distance of 84.60 feet;
 Thence North 1°04'47" West a distance of 74.74 feet to the Southerly boundary of the Northside Canal Company property;
 Thence North 71°51'40" East a distance of 41.57 feet to a point on the centerline of the "U" Canal;
 Thence along the centerline of said canal the following courses and distances:
 North 89°39'54" East a distance of 140.24 feet;
 Thence North 69°32'35" East a distance of 265.52 feet;
 Thence North 53°03'58" East a distance of 258.04 feet;
 Thence North 76°43'16" East a distance of 193.85 feet more or less to THE TRUE POINT OF BEGINNING.

EXHIBIT B
WATER SHARES

666.42 shares of North Side Canal Company, Certificates Numbers:

22157
22358
22826
23082
23361
23566
23719
23886
24622
24860
24861
25051
25587

EXHIBIT C
STATE WATER RIGHTS

IDWR Water Rights:

Water Rights Nos. 36-8490 and 36-15220

It is the Intent of the Parties that all Water Rights appurtenant to the Real Property shall be subject to this Agreement whether or not specifically identified above.

EXHIBIT D

SELLER FINANCING DOCUMENTS

Seller Financing Note dated as of June __, 2020, by Hurtado Holsteins, LLC, as debtor, to Northside Dairy, Sean Ciocca, Russell Ciocca and the Estate of Paul E. Ciocca and Paul Ciocca, deceased, and Dawna M. Ciocca, as payee

Seller Financing Mortgage dated as of the date of the Seller Financing Note, by Hurtado Holsteins, LLC, as mortgagor, to Northside Dairy, Sean Ciocca, Russell Ciocca and the Estate of Paul E. Ciocca and Paul Ciocca, deceased, and Dawna M. Ciocca, as mortgagee

MetLife Milk Receivables Escrow Agreement dated as of the date of the Seller Financing Note, between Hurtado Holsteins, LLC, as debtor, to Northside Dairy, Sean Ciocca, Russell Ciocca and the Estate of Paul E. Ciocca and Paul Ciocca, deceased, and Dawna M. Ciocca, MetLife, and TitleOne Corporation

Exhibit D

Exhibit D is the Notice of Security Interest form, which has been relocated to be page 1 of these document.

Exhibit E

Exhibit E: Copy of 2015 Notice of Security Interest (form & page 1 of mortgage document)

COPY

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
JUL 24 2015
DEPT OF WATER RESOURCES
SOUTHERN REGION**Notice of Security Interest in a Water Right**
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
36-8490			
36-15220			
36-2070 P			
36-7529 F			
36-2230 J			

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

Metropolitan Life Insurance Company

10801 Mastin Blvd., Ste 930

Overland Park, KS 66210

Attn: Kevin Harshberger

Phone (913) 661-2249

Email kharshberger@metlife.com

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

Northside Dairy, Paul and Dawna Ciocca

5. Expiration Date of Notification Period

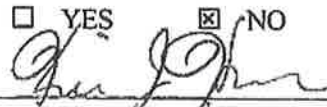
June 25, 2030

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Title, if applicable


 Director

For Office Use Only

Received by P. SKINNERDate 7/24/2015Receipt No. 5034925Fee \$125.00

Processed by AJ _____

Date _____

WR _____

Date _____

SUPPORT DATA

IN FILE # 36-2070P

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

15249671

(space above reserved for recorder's use)

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

*(This Mortgage is executed in three (3) original counterparts for concurrent recording in each
of Jerome, Lincoln and Minidoka Counties, Idaho)*

(This Mortgage is second and subordinate to that certain Senior Mortgage as defined herein.)

DATED: July 6, 2015

FROM:

PAUL EDWARD CIOCCA (also known as Paul E. Ciocca,
also known as Paul Ciocca) and
DAWNA MARIE CIOCCA (also known as Dawna M. Ciocca
also known as Dawna Ciocca), husband and wife
NORTHSIDE DAIRY, an Idaho general partnership
243 West 200 North
Jerome, Idaho 83338

MORTGAGOR

TO:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930

MORTGAGEE

LINCOLN COUNTY
Recorded for:
TITLEONE - JEROME
03:16:26 PM 07-07-2015
0000196419
No. Pages 38 Fee: \$121.00
BRENDA FARNWORTH
County Clerk
Deputy: cr
Electronically Recorded by Simplifile

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

15249671

(space above reserved for recorder's use)

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

*(This Mortgage is executed in three (3) original counterparts for concurrent recording in each
of Jerome, Lincoln and Minidoka Counties, Idaho)*

(This Mortgage is second and subordinate to that certain Senior Mortgage as defined herein.)

DATED: July 6th 2015

FROM:

MORTGAGOR

PAUL EDWARD CIOCCA (also known as Paul E. Ciocca,
also known as Paul Ciocca) and
DAWNA MARIE CIOCCA (also known as Dawna M. Ciocca
also known as Dawna Ciocca), husband and wife
NORTHSIDE DAIRY, an Idaho general partnership
243 West 200 North
Jerome, Idaho 83338

TO:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930

MORTGAGEE

WHEN RECORDED RETURN TO:

Metropolitan Life Insurance Company
Agricultural Investments
205 E. River Park Circle, Suite 330
Fresno, California 93720
Attn: Director, WRO

Instrument # 532260

MINIDOKA COUNTY, RUPERT, IDAHO
07-07-2016 03:49:54 PM No. of Pages: 38
Recorded for: TITLEONE - JEROME
PATTY TEMPLE Fee: \$121.00
Ex-Officio Recorder Deputy Diana Wheeler
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

15259671

(space above reserved for recorder's use)

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

*(This Mortgage is executed in three (3) original counterparts for concurrent recording in each
of Jerome, Lincoln and Minidoka Counties, Idaho)*

(This Mortgage is second and subordinate to that certain Senior Mortgage as defined herein.)

DATED: July 6th, 2015

FROM:

PAUL EDWARD CIOCCA (also known as Paul E. Ciocca,
also known as Paul Ciocca) and
DAWNA MARIE CIOCCA (also known as Dawna M. Ciocca
also known as Dawna Ciocca), husband and wife
NORTHSIDE DAIRY, an Idaho general partnership
243 West 200 North
Jerome, Idaho 83338

MORTGAGOR

TO:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation
Agricultural Investments
10801 Mastin Blvd., Suite 930

MORTGAGEE



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 10, 2020

HURTADO HOLSTEINS LLC
2306 E 3600 S
WENDELL ID 83355-3405

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-8490 & 36-15220

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. The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Metropolitan Life Insurance Company, c/o MetLife Investment Management LLC. 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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Metropolitan Life Insurance Company, c/o MetLife Investment Management LLC
TitleOne, Jerome (File #18309474)
Water District 130

Boise Office

1101 W. River St., Ste. 110
P.O. Box 7985
Boise, Idaho 83707
Tel. (208) 629-7447

Challis Office

1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office

236 River Vista Place
Suite 301
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (all offices)
(208) 629-7559



SAWTOOTH LAW OFFICES, PLLC

David P. Claiborne *

S. Bryce Farris

Patxi Larrocea-Phillips

Evan T. Roth

Daniel V. Steenson

Matthew A. Sturzen

Katie L. Vandenberg

Andrew J. Waldera **

James R. Bennetts (retired)

*Attorneys licensed in Idaho
* Also licensed in Washington
** Also licensed in Oregon*

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

RECEIVED

JUL 02 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Re: Notice of Change in Water Right Ownership

To Whom It May Concern,

Enclosed please find the necessary Notice of Change in Water Right Ownership and applicable filing fee of \$50.00. Said Notice of Change in Water Right Ownership relates to the following water rights:

1. Water Right No. 36-8490
2. Water Right No. 36-15220

My client Hurtado Holsteins, LLC, acquired the same pursuant to a Warranty Deed executed on June 11, 2020. Attached as Exhibit A is said Warranty Deed. Attached as Exhibit B is the Notice of Change in Water Right Ownership. Hurtado Holsteins, LLC, is a single member LLC. The sole member of the same is Jesus Hurtado. Therefore, Hurtado Holsteins, LLC's consent to this present filing and an expression of their authority to execute the same is evidenced by Jesus Hurtado's signature below.

In addition, this transaction is a bit unusual in the sense that Northside Dairy, GP is providing seller financing and that the existing lender Metropolitan Life Insurance Company is allowing Hurtado Holsteins, LLC to be added to the underlying debt and security instruments as

an additional borrower. Therefore, attached as Exhibit C, is an executed and recorded copy of the *Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing*. Exhibit C, should satisfy the requirement identified in section 2A of the Notice of Security Interest in a Water Right, attached hereto as Exhibit D, which is to be filed and retained by IDWR.¹ Lastly, attached as Exhibit E is the prior Notice of Security Interest in a Water Right executed between Northside Dairy and Metropolitan Life Insurance Company. Northside Dairy and Metropolitan Life Insurance Companies consent to the issues identified herein. Their respective consent and approval of the same are demonstrated below as evidenced by their various signature(s). Please call me at 208-969-9585 if you have any questions related to this filing.

Very Truly Yours,

/s/ **ETR**

Evan T. Roth

Dated this 11th day of June, 2020


Jesus Hurtado

Dated this 11th day of June, 2020

METROPOLITAN LIFE INSURANCE COMPANY

By: MetLife Investment Management, LLC

By: _____
Jonathan B. Dressler,
Its Authorized Signatory and Director

Dated this 11th day of June, 2020


Dawna Ciocca, General Partner of Northside Dairy

¹ The applicable fifty dollar filing fee for the Notice of Security Interest in a Water Right is contained herein.

an additional borrower. Therefore, attached as Exhibit C, is an executed and recorded copy of the *Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing*. Exhibit C, should satisfy the requirement identified in section 2A of the Notice of Security Interest in a Water Right, attached hereto as Exhibit D, which is to be filed and retained by IDWR.¹ Lastly, attached as Exhibit E is the prior Notice of Security Interest in a Water Right executed between Northside Dairy and Metropolitan Life Insurance Company. Northside Dairy and Metropolitan Life Insurance Companies consent to the issues identified herein. Their respective consent and approval of the same are demonstrated below as evidenced by their various signature(s). Please call me at 208-969-9585 if you have any questions related to this filing.DW

Very Truly Yours,

/s/ ETR

Evan T. Roth

Dated this _____ day of June, 2020

Jesus Hurtado

Dated this _____ day of June, 2020

METROPOLITAN LIFE INSURANCE COMPANY

By: MetLife Investment Management, LLC

By: Jonathan B. Dressler
Jonathan B. Dressler,
Its Authorized Signatory and Director

Dated this _____ day of June, 2020

Dawna Ciocca, General Partner of Northside Dairy

¹ The applicable fifty dollar filing fee for the Notice of Security Interest in a Water Right is contained herein.



237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-5613
Fx. (866) 310-3443
www.titleonecorp.com

Via UPS Overnight Delivery

Idaho Dept of Water Resources
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

RECEIVED

JUL 02 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: July 1, 2020

Re: Escrow No. 18309474 Hurtado Holsteins, LLC, an Idaho limited liability company

In connection with the above referenced transaction, I am enclosing the following:

- Check no. 27912 & 27913 each in the amount of \$50.00
- Letter for Notice of Change in Water Right Ownership acknowledged by Buyers, Sellers and Lender (Notice of Security Interest)
- Copy of recorded Warranty Deed, Instrument No. 2202748
- Notice of Change in Water Right Ownership
- Copy of recorded Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing
- Notice of Security Interest in a Water Right
- Copy of previous Notice of Security Interest in Water Right (MetLife and Northside Dairy)
- Copy of Mortgage, Instrument No. 2152520, Jerome County, Idaho

Once transferred please forward confirmation to my attention at TitleOne 237 N. Lincoln, Jerome, ID 83338.
If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Jo Lamb
(208) 324-5613
llamb@titleonecorp.com