

RECEIVED

JUN 08 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.
45-14478	45-14061		
45-14479	45-14091		
45-14480			
45-14101			
45-13788			

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

Rabo AgriFinance

P.O. Box 411995

St. Louis, MO 63141

Phone 208-737-0518

Email kasey.kearl@raboag.com

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

South Ridge Land, LLC

5. Expiration Date of Notification Period

12/01/2039

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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



Title, if applicable

Vice President

For Office Use OnlyReceived by SGDate 6/8/20Receipt No. 5037967Fee \$175.00

Processed by AJ

Date

WR SmDate 7-29-2020**SUPPORT DATA****IN FILE #** 45-13788

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

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
12:47:43 PM 10-24-2019
2019-004432
NO. PAGES: 23 FEE: \$76.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

152.49769.2
Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Cassia County, Idaho)

Dairy Herd Line of Credit 1: 22104830
Equipment Line of Credit 1: 22104831
Real Estate Term Loan 1: 22107042
Real Estate Term Loan 2: 22116709

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of October 3, 2019 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and SOUTH RIDGE LAND, LLC, an Idaho limited liability company ("Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Amended and Restated Dairy Herd Line of Credit Note dated May 6, 2015, from South Ridge Milk LLC, an Idaho limited liability company and South Ridge Land, LLC, an Idaho limited liability company ("Borrower") to Lender in the original principal amount of _____ (ii) the Amended and Restated Equipment Line Note dated May 6, 2015, from Borrower to Lender in the original principal amount of _____ and (iii) the Real Estate Term Loan Note dated May 7, 2015, from Borrower to Lender in the original principal amount of _____ (together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated May 7, 2015 executed by Grantor to Lender and recorded on June 3, 2015 in the records of Cassia County, Idaho as Instrument Number 2015-002495;

WHEREAS, the Land encumbered by the Mortgage is described in Exhibit A attached hereto; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

152.49769.2
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WHEREAS, the Land encumbered by the Mortgage is described in Exhibit A attached hereto; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

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2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.

3. **Second Paragraph** of the Mortgage is hereby amended and replaced in its entirety as follows:

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to _____ in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Borrower and Lender dated August 7, 2018, as may be amended, modified, replaced or supplemented from time to time (the "MCA"). Each capitalized term used in this mortgage that is defined in the MCA and not defined in this mortgage will have the meaning specified in the MCA. This mortgage will be interpreted in accordance with the Drafting Conventions.

4. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

Secured Obligations. Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Amended and Restated Dairy Herd Line of Credit Note dated May 6, 2015, from Borrower to Lender in the original principal amount of \$ _____; (ii) the Amended and Restated Equipment Line Note dated May 6, 2015, from Borrower to Lender in the original principal amount of \$ _____; (iii) the Real Estate Term Loan Note dated May 7, 2015, from Borrower to Lender in the original principal amount of \$ _____; (iv) the Real Estate Term Loan 2 Note dated October 3, 2019, from Borrower to Lender in the original principal amount of \$ _____; (v) the Amended and Restated Dairy Herd Line of Credit Note, the Amended and Restated Equipment Line Note, the Real Estate Term Loan Note, and the Real Estate Term Loan 2 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"; (v) all Hedging Obligations; and (vi) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

5. **Section 3. Note Maturity Date** is hereby amended to December 1, 2039.

6. Grantor hereby irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, all right, title and interest in and to the property described in Exhibit B-1 attached hereto (the "Exhibit B-1 Additional Property"). Exhibit B-1 is merely intended to supplement existing Exhibit B to the Mortgage and not replace it. This agreement is a security agreement under the Uniform Commercial Code in effect in the State of Idaho (the "UCC"); and Grantor grants

Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Exhibit B-1 Additional Property, to the extent characterized as personal property. This agreement also constitutes a financing statement filed as a fixture filing under the UCC.

7. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
8. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
9. **WAIVER OF PRIOR CLAIMS.** GRANTOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS 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.
10. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

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

LENDER

Address for Notices:

14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attention: Loan Closing Department

RABO AGRIFINANCE LLC

By: _____

Name: _____

Title: _____

STATE OF IDAHO

COUNTY OF Cassia

) ss

On this 22nd day of Oct in the year 2019 before me,

Annette Roth

, a Notary Public in and for said state, personally appeared

Breck Cranney

(name of officer),

Vice President

(title), of RABO

AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

Official signature and official seal of notary: _____



Address for Notices:
1404 East 500 North
Jackson, Idaho 83350

Annette Roth
Notary for State of Idaho
my commission expires 8-4-2023
GRANTOR

SOUTH RIDGE LAND, LLC, an Idaho limited liability company

By: PKD PROPERTIES, L.C., an Idaho limited liability company, as Member

By: *Paul H. Duncan*
PAUL H. DUNCAN
Manager

By: *Kathy F. Duncan*
KATHY F. DUNCAN
Manager

By: T.L.D. PROPERTIES, LLC, an Idaho limited liability company, as Member

By: *Taylor Fisher Duncan*
TAYLOR FISHER DUNCAN
Manager

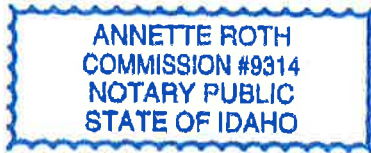
By: ALLIANCE LAND & LIVESTOCK, LLC, an Idaho limited liability company, as Member

By: *Floyd Ray Robinson*
FLOYD RAY ROBINSON
Manager

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared PAUL H. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of PKD PROPERTIES, L.C., an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



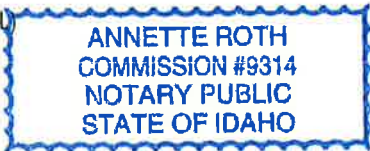
My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared KATHY F. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of PKD PROPERTIES, L.C., an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



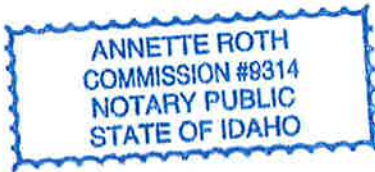
My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 21 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared TAYLOR FISHER DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of T.L.D. PROPERTIES, LLC, an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



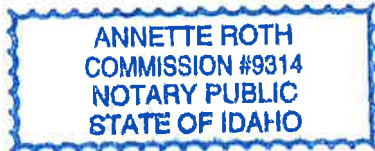
My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 12 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared FLOYD RAY ROBINSON, known or identified to me (or proved to me on the oath of _____), to be the Member of ALLIANCE LAND & LIVESTOCK, LLC, an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

Address for Notices:
1404 East 500 North
Jackson, Idaho 83350

CONSENTED TO BY BORROWER

SOUTH RIDGE MILK LLC, an Idaho limited liability company

By: 
PAUL H. DUNCAN
Member

By: 
TAYLOR FISHER DUNCAN
Member

By: MOO MOUNTAIN MILK, INC., an Idaho corporation, as Member

By: 
FLOYD RAY ROBINSON
President

SOUTH RIDGE LAND, LLC, an Idaho limited liability company

By: PKD PROPERTIES, L.C., an Idaho limited liability company, as
Member

By: 
PAUL H. DUNCAN
Manager

By: 
KATHY F. DUNCAN
Manager

Address for Notices:
1404 East 500 North
Jackson, Idaho 83350

By: T.L.D. PROPERTIES, LLC, an Idaho limited liability company, as
Member

By: Taylor Fisher Duncan
TAYLOR FISHER DUNCAN
Manager

By: ALLIANCE LAND & LIVESTOCK, LLC, an Idaho limited liability
company, as Member

By: Floyd Ray Robinson
FLOYD RAY ROBINSON
Member

STATE OF IDAHO

COUNTY OF Cassia

)
} SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared PAUL H. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Member of SOUTH RIDGE MILK LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO



Notary Public

Printed Name: Annette Roth

My Commission Expires: 8-4-2023

STATE OF IDAHO

COUNTY OF Cassia

)
} SS

On this 21 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared TAYLOR FISHER DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Member of SOUTH RIDGE MILK LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO



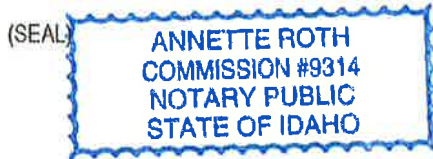
Notary Public

Printed Name: Annette Roth

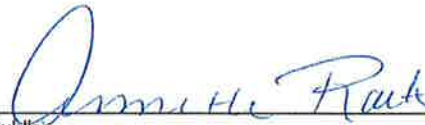
My Commission Expires: 8-4-2023

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared FLOYD RAY ROBINSON, known or identified to me (or proved to me on the oath of _____), to be the President of MOO MOUNTAIN MILK, INC., an Idaho corporation, as Member of SOUTH RIDGE MILK LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.



My Commission Expires: 8-4-2023


Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared PAUL H. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of PKD PROPERTIES, L.C., an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.



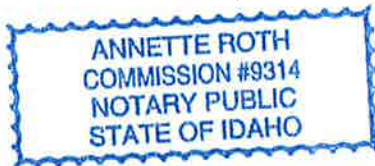
My Commission Expires: 8-4-2023


Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared KATHY F. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of PKD PROPERTIES, L.C., an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



Annette Roth
Notary Public
Printed Name: Annette Roth

My Commission Expires: 8-4-2023

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 21 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared TAYLOR FISHER DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of T.L.D. PROPERTIES, LLC, an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



Annette Roth
Notary Public
Printed Name: Annette Roth

My Commission Expires: 8-4-2023

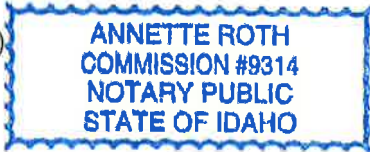
STATE OF IDAHO

COUNTY OF Cassia

) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared FLOYD RAY ROBINSON, known or identified to me (or proved to me on the oath of _____), to be the Member of ALLIANCE LAND & LIVESTOCK, LLC, an Idaho limited liability company, as Member of SOUTH RIDGE LAND, LLC, an Idaho limited liability company, the Idaho limited liability company that executed the above instrument or the person who executed the instrument on behalf of said Idaho limited liability company and acknowledged to me that such Idaho limited liability company executed the same.

(SEAL)



My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

CONSENTED TO BY GUARANTOR

The undersigned Guarantor, pursuant to that guaranty ("Guaranty") dated August 7, 2018, consents to the foregoing Agreement and confirms that the Guaranty remains in full force and effect and unmodified.

Address for Notices:
707 East 500 North
Burley, Idaho 83318

MOO MOUNTAIN MILK, INC., an Idaho corporation

By: 
FLOYD RAY ROBINSON
President

Address for Notices:
1404 East 500 North
Jackson, Idaho 83350

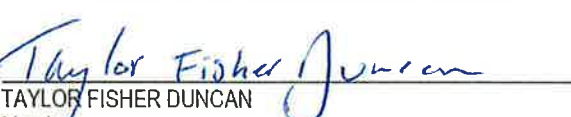
PKD PROPERTIES, L.C., an Idaho limited liability company

By: 
PAUL H. DUNCAN
Manager

By: 
KATHY F. DUNCAN
Manager

Address for Notices:
1404 East 500 North
Jackson, Idaho 83350

T.L.D. PROPERTIES, LLC, an Idaho limited liability company

By: 
TAYLOR FISHER DUNCAN
Member

Address for Notices:
612 North 1084 East
Jackson, Idaho 83350


PAUL H. DUNCAN (a/k/a Paul Duncan)

Address for Notices:
612 North 1084 East
Jackson, Idaho 83350


KATHY F. DUNCAN (a/k/a Kathy Duncan)

Address for Notices:
626 North 1150 East
Jackson, Idaho 83350


TAYLOR FISHER DUNCAN (a/k/a Taylor Duncan and Taylor F. Duncan)

Address for Notices:
626 North 1150 East
Jackson, Idaho 83350


LAURA MICHELLE DUNCAN (a/k/a Laura Duncan and Laura M. Duncan)

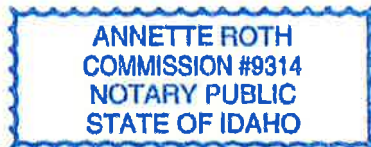
STATE OF IDAHO

COUNTY OF Cassia

)
} SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared FLOYD RAY ROBINSON, known or identified to me (or proved to me on the oath of _____), to be the President of MOO MOUNTAIN MILK, INC., an Idaho corporation, the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(SEAL)



Notary Public

Printed Name: Annette Roth

My Commission Expires: 8-4-2023

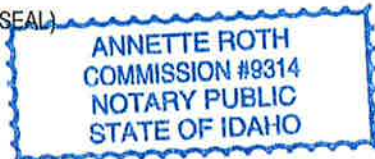
STATE OF IDAHO

COUNTY OF Cassia

)
} SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared PAUL H. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of PKD PROPERTIES, L.C., an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



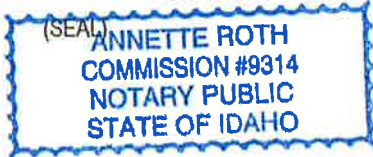
Notary Public

Printed Name: Annette Roth

My Commission Expires: 8-4-2023

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared KATHY F. DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of PKD PROPERTIES, L.C., an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 21 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared TAYLOR FISHER DUNCAN, known or identified to me (or proved to me on the oath of _____), to be the Manager of T.L.D. PROPERTIES, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



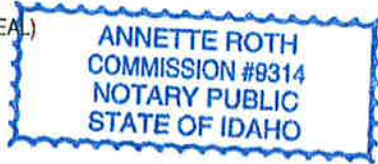
My Commission Expires: 8-4-2023

Annette Roth
Notary Public
Printed Name: Annette Roth

STATE OF IDAHO)
) SS
COUNTY OF Cassia)

On this 18 day of Oct, in the year of 2019, before me, Annette, a Notary Public, personally appeared PAUL H. DUNCAN known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)



A handwritten signature in blue ink that reads "Annette Roth".

Notary Public

Printed Name:

Annette Roth

My Commission Expires:

08-04-2023

STATE OF IDAHO

COUNTY OF Cassia

)
} SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared KATHY F. DUNCAN known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

Annette Roth
Notary Public
Printed Name: Annette Roth

My Commission Expires: 8-4-2023

STATE OF IDAHO

COUNTY OF Cassia

)
} SS

On this 21 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared TAYLOR FISHER DUNCAN known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

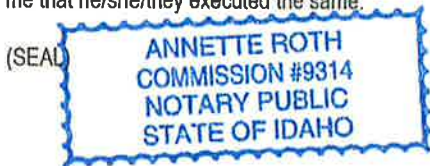
ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

Annette Roth
Notary Public
Printed Name: Annette Roth

My Commission Expires: 8-4-2023

STATE OF IDAHO)
COUNTY OF Cassia) SS

On this 18 day of October, in the year of 2019, before me, Annette Roth, a Notary Public, personally appeared LAURA MICHELLE DUNCAN known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public
Printed Name: Annette Roth

My Commission Expires: 8-4-2023

EXHIBIT A
South Ridge Land, LLC 2019
MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
Legal Description of Real Estate
Cassia County, Idaho

Legal Description:

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast Corner of Section 13, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence South 00°13'25" West along the east line of Section 13 for a distance of 784.08 feet;
Thence North 89°46'35" West for a distance of 23.71 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1099.95 feet to a 1/2 inch rebar, said curve having a radius of 1395.00 feet, a delta angle of 43°10'37" and a long chord bearing of North 44°57'19" West for a distance of 1071.68 feet;
Thence North 00°03'00" East for a distance of 26.28 feet to the north line of Section 13;
Thence South 89°57'00" East along said line for a distance of 783.95 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the East quarter Corner of Section 13, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 00°13'10" West along the east line of Section 13 for a distance of 846.49 feet;
Thence North 89°46'50" West for a distance of 20.30 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1266.56 feet to a 1/2 inch rebar, said curve having a radius of 1370.00 feet, a delta angle of 52°58'08" and a long chord bearing of North 44°52'18" West for a distance of 1221.93 feet;
Thence North 00°01'42" East for a distance of 50.79 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1342.37 feet to a 1/2 inch rebar, said curve having a radius of 1318.00 feet, a delta angle of 58°21'22" and a long chord bearing of North 42°11'48" East for a distance of 1285.11 feet;
Thence South 89°46'35" East for a distance of 26.42 feet to the east line of Section 13;
Thence South 00°13'25" West along said line for a distance of 1022.32 feet to the Point of Beginning.

PARCEL NO. 3:
TOWNSHIP 12 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast Corner of Section 13, said corner marked by a U.S. B.L.M. iron pipe with brass cap which shall be the Point of Beginning;
Thence South 89°59'09" West along the south line of Section 13 for a distance of 979.20 feet;
Thence North 00°00'53" West for a distance of 46.64 feet to a 1/2 inch rebar;
Thence North 00°00'53" West for a distance of 42.80 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 363.14 feet to a 1/2 inch rebar, said curve having a radius of 1310.00 feet, a delta angle of 15°52'57" and a long chord bearing of North 67°16'12" East for a distance of 361.97 feet;
Thence North 60°59'59" East for a distance of 311.82 feet to a 1/2 inch rebar;
Thence North 41°13'09" East for a distance of 235.71 feet to a 1/2 inch rebar;
Thence North 31°09'11" East for a distance of 385.99 feet to a 1/2 inch rebar;
Thence South 89°46'50" East for a distance of 21.03 feet to the east line of Section 13;
Thence South 00°13'10" West along said line for a distance of 887.79 feet to the Point of Beginning.

PARCEL NO. 4:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the West quarter Corner of Section 18, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 00°13'25" East along the west line of Section 18 for a distance of 900.39 feet;
Thence South 89°46'35" East for a distance of 44.02 feet to a 1/2 inch rebar;
Thence South 29°56'38" East for a distance of 467.74 feet to a 1/2 inch rebar;
Thence South 48°23'51" East for a distance of 372.40 feet to a 1/2 inch rebar;
Thence South 64°42'35" East for a distance of 410.40 feet to a 1/2 inch rebar;
Thence South 80°04'49" East for a distance of 151.14 feet to a 1/2 inch rebar;
Thence South 00°04'26" West for a distance of 47.68 feet to the south line of the N $\frac{1}{2}$ of Section 18;
Thence North 89°55'34" West along said line for a distance of 1079.36 feet to the Point of Beginning.

PARCEL NO. 5:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the West 1/4 corner of Section 18, said corner marked by a 5/8 inch rebar; Thence South 89°55'34" East along the south line of the N $\frac{1}{2}$ of Section 18 for a distance of 1079.36 feet to the Point of Beginning;
Thence North 00°04'26" East for a distance of 47.68 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1838.73 feet to a 1/2 inch rebar, said curve having a radius of 1291.00 feet, a delta angle of 81°36'15" and a long chord bearing of North 61°47'04" East for a distance of 1687.21 feet;
Thence North 58°51'22" East for a distance of 114.70 feet to a 1/2 inch rebar;
Thence South 52°49'48" East for a distance of 108.84 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1298.63 feet to a 1/2 inch rebar, said curve having a radius of 1276.00 feet, a delta angle of 58°18'42" and a long chord bearing of South 50°02'58" East for a distance of 1243.31 feet;
Thence South 42°40'01" East for a distance of 59.87 feet to the south line of the N $\frac{1}{2}$ of Section 18;
Thence North 89°55'34" West along said line for a distance of 2665.39 feet to the Point of Beginning.

PARCEL NO. 6:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the E $\frac{1}{2}$ corner of Section 18, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence North 89°55'34" West along the south line of the N $\frac{1}{2}$ of Section 18 for a distance of 1175.59 feet;
Thence North 89°03'11" East for a distance of 352.86 feet to a 1/2 inch rebar;
Thence along a non-tangent curve to the left for a distance of 1157.51 feet to a 1/2 inch rebar, said curve having a radius of 1386.36 feet, a delta angle of 47°50'16", and a long chord bearing of North 44°49'47" East for a distance of 1124.19 feet;
Thence North 89°54'57" East for a distance of 32.11 feet to the east line of Section 18;
Thence South 00°08'02" West along said line for a distance of 804.68 feet to the Point of Beginning.

PARCEL NO. 7:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Part of the S $\frac{1}{2}$, more particularly described as follows:

Beginning at the West $\frac{1}{4}$ corner of Section 18 said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 89°55'34" East along the north line of the S $\frac{1}{2}$ of Section 18 for a distance of 3744.75 feet;
Thence South 42°40'01" East for a distance of 8.31 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°03'11" East for a distance of 342.52 feet to the north line of the S $\frac{1}{2}$ of Section 18;
Thence South 89°55'34" East along said line for a distance of 1175.59 feet to a 5/8 inch rebar with a 3 inch aluminum cap on top at the East $\frac{1}{4}$ corner of Section 18;
Thence South 00°08'02" West along the east line of Section 18 for a distance of 2635.25 feet to a 5/8 inch rebar with a 3 inch aluminum cap on top at the Southeast corner of Section 18;
Thence North 89°54'10" West along the south line of Section 18 for a distance of 2658.58 feet to a 5/8 inch rebar at the South $\frac{1}{4}$ corner of Section 18;
Thence North 89°55'51" West along the south line of Section 18 for a distance of 2613.79 feet to a U.S. B.L.M. iron pipe with brass cap at the Southwest corner of Section 18;
Thence North 00°13'10" East along the west line of Section 18 for a distance of 2634.41 feet to the Point of Beginning.

PARCEL NO. 8:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the West quarter Corner of Section 17, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence North 00°08'02" East along the west line of Section 17 for a distance of 804.68 feet;
Thence North 89°54'58" East for a distance of 18.97 feet to a $\frac{1}{2}$ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1136.65 feet to a $\frac{1}{2}$ inch rebar on the south line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, said curve having a radius of 1418.85 feet, a delta angle of 45°54'00" and a long chord bearing of South 43°13'19" East for a distance of 1106.50 feet;
Thence North 89°52'53" West along the south line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 778.61 feet to the Point of Beginning.

PARCEL NO. 9:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: Part of the SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the West quarter Corner of Section 17, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence South 89°52'53" East along the north line of the SW $\frac{1}{4}$ for a distance of 1907.15 feet to a $\frac{1}{2}$ inch rebar;
Thence South 44°02'42" East for a distance of 1081.08 feet to a $\frac{1}{2}$ inch rebar on the east line of the SW $\frac{1}{4}$;
Thence South 00°07'50" West along said line for a distance of 1859.46 feet to a 5/8 inch rebar with a 3 inch aluminum cap on top at the South quarter Corner of Section 17;
Thence North 89°53'14" West along the south line of Section 17 for a distance of 2660.67 feet to a 5/8 inch rebar with a 3 inch aluminum cap on top at the Southwest Corner of Section 17;
Thence North 00°08'02" East along the west line of Section 17 for a distance of 2635.25 feet to the Point of Beginning.

SAVE AND EXCEPT the following described tracts:

Tract No. 1

Beginning at the West $\frac{1}{4}$ Corner of Section 17, said corner marked by a $\frac{5}{8}$ inch rebar with a 3 inch aluminum cap; thence South $00^{\circ}08'02''$ West along the west line of Section 17 for a distance of 586.73 feet; Thence South $89^{\circ}52'53''$ East for a distance of 436.51 feet to the Point of Beginning;

Thence North $00^{\circ}08'02''$ East for a distance of 492.31 feet to a $\frac{1}{2}$ inch rebar;
Thence South $89^{\circ}52'53''$ East for a distance of 1465.46 feet to a $\frac{1}{2}$ inch rebar;
Thence South $00^{\circ}08'02''$ West for a distance of 1188.55 feet to a $\frac{1}{2}$ inch rebar;
Thence North $89^{\circ}54'48''$ West for a distance of 1465.46 feet to a $\frac{1}{2}$ inch rebar;
Thence North $00^{\circ}08'02''$ East for a distance of 697.06 feet to the Point of Beginning.

Tract No. 2

An Access and Utility Easement for the benefit of Tract No. 1 above, that lies within our Parcel Nos. 6, 7, 8 and 9 of Scheduled C, more particularly described as follows:

Beginning at the West $\frac{1}{4}$ Corner of Section 17, said corner marked by a $\frac{5}{8}$ inch rebar with a 3 inch aluminum cap; Thence South $89^{\circ}52'53''$ East along the north line of the SW $\frac{1}{4}$ of Section 17 for a distance of 15.00 feet to the Point of Beginning;
Thence South $00^{\circ}08'02''$ West for a distance of 556.73 feet;
Thence South $89^{\circ}52'53''$ East for a distance of 421.51 feet;
Thence South $00^{\circ}08'02''$ West for a distance of 30.00 feet;
Thence North $89^{\circ}52'53''$ West for a distance of 436.51 feet to the east line of Section 18;
Thence North $89^{\circ}52'53''$ West for a distance of 15.00 feet;
Thence North $00^{\circ}08'02''$ East for a distance of 3221.97 feet to the north line of Section 18;
Thence South $89^{\circ}57'20''$ East along said section line for a distance of 15.00 feet to a $\frac{5}{8}$ inch rebar with 3 inch aluminum cap at the Northwest Corner of Section 17;
Thence South $89^{\circ}52'35''$ East along the north line of Section 17 for a distance of 15.00 feet;
Thence South $00^{\circ}08'02''$ West for a distance of 2635.25 feet to the Point of Beginning.

PARCEL NO. 10:

TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: Part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the South quarter Corner of Section 17, said corner marked by a $\frac{5}{8}$ inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence North $00^{\circ}07'50''$ East along the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 830.48 feet to a $\frac{1}{2}$ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1154.00 feet to a $\frac{1}{2}$ inch rebar, said curve having a radius of 1401.62 feet, a delta angle of $47^{\circ}10'24''$ and a long chord bearing of South $44^{\circ}15'57''$ East for a distance of 1121.68 feet;
Thence South $00^{\circ}06'52''$ West for a distance of 28.80 feet to the south line of Section 17;
Thence North $89^{\circ}53'08''$ West along said line for a distance of 784.75 feet to the Point of Beginning.

Exhibit B-1
Additional Property

Private Water Rights													
Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Dairy Diversion	Comb. Irr Diversion	Place of Use	Comb. Irr POU	AFA	Confirmed
South Ridge	45-14478	South Ridge Land, LLC	Decreed	4/29/1959	Ground Water	Irrigation	0.41		cfs	acres	252	113.2	Yes
	45-14479	South Ridge Land, LLC	Decreed	1/13/1960	Ground Water	Irrigation	1.58			54.7		57.2	Yes
	45-14480	South Ridge Land, LLC	Decreed	12/3/1971	Ground Water	Irrigation	2.43			148.2		978	Yes
							4.4			244.5			
	45-14101	South Ridge Land, LLC	Decreed	4/29/1970	Ground Water	Commercial	0.11	2.95				10.5	Yes
	45-13789	South Ridge Land, LLC	Decreed	12/3/1971	Ground Water	Commercial	1.64					462	Yes
	45-14061	South Ridge Land, LLC	Decreed	12/3/1971	Ground Water	Commercial	1.01					287.1	Yes
	45-14091	South Ridge Land, LLC	Decreed	8/9/1959	Ground Water	Commercial	0.09					19.4	Yes
TOTAL											252.00	759.00	

Flow Rate	CFS	GPM/CFS	GPM	GPM/POU
Analysis	4.4	448.83	1974.85	7.84

Volume	POU acres	AF/Acre	AFA
Analysis	252	4	1008

All irrigation and dairy fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the subject property



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

July 29, 2020

RABO AGRIFINANCE LLC
PO BOX 411995
SAINT LOUIS MO 63141-1995

RE: Notice of Security Interest for Water Right No(s): 45-13788, 45-14061, 45-14091, 45-14101,
45-14478, 45-14479, & 45-14480

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: South Ridge Land LLC
Rabo AgriFinance LLC, Twin Falls