

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

DEPT OF WATER RESOURCES SOUTHERN REGION

APR 2 1 2020

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.

Water Right/Claim No.	Water Right/Claim	No. Water Right/Claim No.	Water Right/Claim No.
47-2382	51-7373		
47-17504	51-7374		
47-17505	51-13051		
47-17506	51-13053		
47-17507			
The following REQUIRE			
CONTRACT OF	F SALE or other legal	may be a copy of a DEED of T I document indicating your inter H ATTACHED LEGAL DESC	rest in the property and
B) A FEE of \$25.00	per water right or adju	idication claim.	
Name and Mailing Addres	s of Person or Compar	ny Holding Security Interest	
	o c. 1 c. bom or comput	Brighthouse Life Insurance	Company c/o MetLife
	-	Investment Management, Ll	
		205 E. River Park Circle, Su	
	_	Fresno, CA 93720	
	P	hone	
	Е	mail	
Name of Water Right Own	ner/Claimant(s) H	igh Plains Land and Livestock,	LLC
Expiration Date of Notific	ation Period Ja	nuary 15, 2040	
Is this a Renewal of Reque	est for Notification?	☐ YES	
Signature(s) of Security Inte		GHTHOUSE LIFE INSURANCE elaware corporation	CE COMPANY,
	By:	MetLife Investment Management	t, LLC, its investment manage
		matter to. Dues	1
SUPPORT DATA	By:		
IN FILE #47- 2385	1		resoler
IN FILE # 17 01000	Its:	Authorized Signature and Direct	tor
or Office Use Only			
eceipted by	Date 4-21-	2020 Receipt No. S0378	17 Fee \$ 225
verpied by	Date	receipt No. 300 10	1.00

TWIN FALLS COUNTY

RECORDED FOR: TITLEONE - TWIN FALLS 10:47:32 AM 04-16-2020

2020006850

NO, PAGES 16 FEE: \$45.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CA
Electronically Recorded by Simplifile

WHEN RECORDED RETURN TO:

Brighthouse Life Insurance Company c/o Stoel Rives LLP Attn: Christopher Humphrey 101 S. Capitol Blvd, Suite 1900 Boise, Idaho 83702

Loan No. 200014 and 200438

(space above reserved for recorder's use)

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(Twin Falls County, Idaho)

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made effective as of April 15, 2020, by and among BIG SKY DAIRY, an Idaho general partnership ("Big Sky Dairy"), MICHAEL J. BOSMA ("M. Bosma"), RUSSELL VISSER ("R. Visser"), GOODING HEIFER RANCH, LLC, an Idaho limited liability company ("Gooding Heifer"), SKYLINE DAIRY, LLC, an Idaho limited liability company ("Skyline Dairy"), JENNIFER M. VISSER ("J. Visser"), RACHEL M. BOSMA ("R. Bosma"), HIGH PLAINS LAND AND LIVESTOCK, LLC, an Idaho limited liability company ("High Plains Land"), HIGH PLAINS DAIRY, L.L.C., an Idaho limited liability company ("High Plains Dairy"), DAVID CHARLES GANDOLFO ("D. Gandolfo"), JAYME LORI GANDOLFO ("J. Gandolfo") and HUGH CHARLES GANDOLFO and BEATRICE ANN GANDOLFO, as co-trustees of the GANDOLFO FAMILY TRUST DATED APRIL 22, 1999, under Declaration of Trust dated April 22, 1999 ("Gandolfo Trust") (Big Sky Dairy, M. Bosma, R. Visser, Gooding Heifer, Skyline Dairy, J. Visser, R. Bosma, High Plains Land, High Plains Dairy, D. Gandolfo, J. Gandolfo and Gandolfo Trust individually and collectively, "Grantor"), to and in favor of BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware corporation ("Mortgagee").

RECITALS

A. Mortgagee has made a loan in the original principal sum of the "Loan 200014") to High Plains Land, High Plains Dairy, D. Gandolfo, J. Gandolfo and Gandolfo Trust (individually and collectively, "Initial Borrower") evidenced by that certain Promissory Note by Initial Borrower in favor of Mortgagee in the original principal amount of dated May 15, 2019 (the "200014 Note"). The 200014 Note is secured by that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing dated as of May 15, 2019 and recorded May 16, 2019 as Instrument No. 2019007362 in the official records of Twin Falls County, Idaho (the "Mortgage"), encumbering certain real and personal property located in Twin Falls County, Idaho as more particularly described in the Mortgage. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Mortgage.

1

First Amendment to Mortgage High Plains Loan Nos. 200014 and 200438 104869575.3 0053564-00438

- B. Mortgagee has agreed to make its Loan No. 200438 (the "Loan 200438") to Grantor, which loan is evidenced by that certain Promissory Note by Grantor in favor of Mortgagee in the original principal amount of \$8,094,000.00 dated of even date herewith (the "200438 Note").
- C. Grantor and Mortgagee desire to amend the Mortgage to provide that the Mortgage secures, in addition to the Secured Obligations defined therein, the obligations of Grantor under the 200438 Note, that an "Event of Default" as defined in the 200014 Note or the 200438 Note constitutes an Event of Default under the Mortgage and for such other matters as set forth herein.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which are hereby acknowledged by the parties hereto, it is agreed as follows:

- 1. <u>Confirmation of Loan</u>. The 200014 Note, the Mortgage and all other documents evidencing or securing the Loan 200014 are hereby confirmed by each Grantor as being in full force and effect and each of the Initial Borrower acknowledges that it has no defenses or offsets to any of its obligations thereunder and that Mortgagee has performed all of its obligations under the 200014 Note and the Mortgage and all other documents evidencing or securing Loan 200014 to this date.
- 2. <u>Amendment to Mortgage</u>. The Mortgage is hereby amended as follows, effective as of the date hereof:
- (a) <u>Definition of Grantor</u>. The definition of "**Grantor**" means, individually and collectively as the context may require, each of the parties identified as Grantor above.
- (b) <u>Definition of Notes</u>. The definition of the "**Note**" means, individually and together, the 200014 Note and the 200438 Note. All references in the Mortgage to the Note shall hereafter refer to the 200014 Note and the 200438 Note, individually and together.
- (b) <u>Definition of Indebtedness</u>. The definition of "**Secured Obligations**" shall include the principal, interest, and other amounts due under the 200438 Note and all other Obligations (as defined in the 200438 Note).
- (c) <u>Definition of Loan</u>. The definition of "**Loan**" means, individually and collectively as the context may require, Loan 200014 and Loan 200438.
- (d) <u>Definition of Loan Documents</u>. The definition of "Loan Documents" shall include the 200438 Note, this Amendment, and all other agreements and instruments evidencing and or securing Loan 200438.
- (e) <u>Definition of Event of Default</u>. The definition of "**Event of Default**" shall include any "Event of Default" as defined in the 200438 Note.
- (f) <u>Definition of Property</u>. The definition of "**Property**" includes (i) all livestock handling fixtures and other non-rolling stock necessary to run the dairy business, including, but not limited to dairy equipment and fixtures, and milk handling, milk storage, milk processing and milking equipment located on the Land, (ii) all milk, cream and other dairy products and all receivables thereof, (iii) all working drawings, instructional manuals, and rights in processes directly related to the operation of the Property, and (iv) all contracts involving and warranties covering the Property.
 - (g) Grant. To secure repayment of the indebtedness evidenced by the 200438 Note.

in addition to the other Secured Obligations, each Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells and conveys to Mortgagee, with right of entry and possession, all of Grantor's estate, right, title and interest which Grantor now has or may later acquire in the Property (as defined in the Mortgage as amended hereby) subject to the terms, conditions, covenants, representations and warranties set forth in the Mortgage. Notwithstanding any other provision in the Loan Documents, the 200014 Note and the 200438 Note shall be *pari passu*.

- 3. <u>Assumption</u>. Each Grantor which is not an Initial Borrower hereby assumes and agrees to perform, effective as of the date of this Amendment, each of the covenants set forth in the Mortgage, other than the covenants arising solely under Loan 200014 and the 200014 Note.
- 4. <u>Reaffirmation</u>. Except as expressly set forth herein, the Mortgage shall remain unmodified and in full force and effect, and Grantor hereby affirms and reaffirms, as applicable, each and every term and provision of the Mortgage, as originally set forth therein, as amended hereby.
- 5. <u>Construction</u>. This Amendment shall be construed in accordance with the law of the State of Idaho (excluding choice-of-law principles). The terms of this Amendment have been mutually negotiated with each party having the opportunity to seek the advice of legal counsel and shall not be construed against any party. The headings in this Amendment are inserted solely for the purpose of convenience and shall not affect the interpretation of the provisions hereof. If any portion of this Amendment is held to be invalid by any court of competent jurisdiction, such ruling shall not affect the remaining terms hereof unless and to the extent it includes a specific determination that the fundamental purposes of this Amendment are thereby significantly impaired. All sums referred to in this Amendment shall be calculated by and payable in the lawful currency of the United States.
- 6. <u>Entire Agreement</u>. No amendments, variations, waivers, modifications or changes to this Amendment shall be effective unless in writing and signed by the Mortgagee and the Grantor subsequent to the date hereof.
- 7. <u>Counterparts</u>. This Amendment may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Amendment may be attached to one copy to form one complete document.
- 8. <u>Notices</u>. All Notices to be provided Grantor in accordance with the Mortgage, as amended hereby, shall be mailed or delivered to the addresses indicated on the signature page(s) of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be effective as of the day and year first written above.

GRANTOR:

Address for notices: 430 East Yakima, P O Box 407 Jerome, Idaho 83338 BIG SKY DAIRY, an Idaho general partnership

Russell Visser, Partner

BA: WY 3V

Michael J. Bosma, Partner

Jussell Viscer

Russell Visser, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, Partner

By: Ml 3

Michael J. Bosma, as Co-Trustee of the Visser Trust 1, dated November 12, 2009, Partner

Address for notices: 4078 Sage Springs Circle Kimberly, Idaho 83341

Address for notices: 2371 S 1500 E Gooding, Idaho 83330 MICHAEL J. BOSMA

Russell Visser

RUSSELL VISSER

Address for notices: 30 E 200 S Jerome, Idaho 83338

Address for notices: PO Box 407, 430 East Yakima Jerome, Idaho 83338 GOODING HEIFER RANCH, LLC, an Idaho limited liability_company ell Visser, Member Michael J. Bosma, Member Russell Visser, as Co-Trustee of the Visser Trust 1, dated November 12, 2009 Member Ву: Michael J. Bosma, as Co-Trustee of the Visser Trust 1, dated November 12, 2009 Member SKYLINE DAIRY, LLC, an Idaho limited liability company By: Russell Visser, Member Ву: Russell Visser, as Co-Trustee of the Visser Trust 1, dated November 12, 2009

Member

Michael J. Bosma, as Co-Trustee of the Visser Trust 1, dated November 12, 2009
Member

Address for notices: 2371 S 1500 E Gooding, Idaho 83330

Address for notices: 4078 Sage Springs Circle Kimberly, Idaho 83341

Address for notices: PO Box 780 Castleford, Idaho 83321

Address for notices: PO Box 780 Castleford, Idaho 83321

Address for notices: PO Box 780 Castleford, Idaho 83321

Address for notices: PO Box 780 Castleford, Idaho 83321

First Amendment to Mortgage High Plains Loan Nos. 200014 and 200438 104869575.3 0053564-00438 JENNIFER M. VISSER Rachel M. Bosma RACHEL M. BOSMA HIGH PLAINS LAND AND LIVESTOCK, LLC, an Idaho limited liability company Hugh Charles Gandolfo, as co-trustee of the GANDOLFO FAMILY TRUST DATED APRIL 22. 1999, under Declaration of Trust dated April 22, 1999, Member By: Bestrice Ann Gandalfa Beatrice Ann Gandolfo, as co-trustee of the GANDOLFO FAMILY TRUST DATED APRIL 22, 1999, under Declaration of Trust dated April 22, 1999, Member HIGH PLAINS DAIRY, L.L.C., an Idaho limited liability company

David Gandolfo

DAVID GANDOLFO

Jayme Lori Gandelf

Address for notices: 1268 Highland Road Santa Ynez, California 93460

Address for notices: 1268 Highland Road Santa Ynez, California 93460 Hugh Charles Gandolfo

HUGH CHARLES GANDOLFO, as co-trustee of the GANDOLFO FAMILY TRUST DATED APRIL 22, 1999, under Declaration of Trust dated April 22, 1999

Bestrice Ann Gandalfa

BEATRICE ANN GANDOLFO, as co-trustee of the GANDOLFO FAMILY TRUST DATED APRIL 22, 1999, under Declaration of Trust dated April 22, 1999

MORTGAGEE

BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware corporation

By: MetLife Investment Management, LLC, its

investment manager

By: Name:

Jonathan B. Dressler

Its:

Authorized Signatory and Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

[GRANTOR ACKNOWLEDGMENTS]

STATE OF Texas))ss.	
COUNTY OF Kaufman)55.÷)	
This record was acknowledg Partner of Big Sky Diary, an Idaho go		
RICKEY WILLIAMS II 10 NUMBER 131984664 COMMISSION EXPIRES APRIL 23, 2023	Notary Public for	
Notarized online using audio-vide	o communication	
STATE OF <u>Texas</u> COUNTY OF <u>Dallas</u>))ss.)	
This record was acknowledged before me onApril 13th, 2020, Michael J. Bosma as Partner of Big Sky Diary, an Idaho general partnership.		
RADHAMES MIGUEL VILLAFANA ID NUMBER 129133454 COMMISSION EXPRES SEPTEMBER 20, 2020	Notary Public for Texas Printed Name: Radhames Miguel Villafana Commission Expires: 09/20/2020	
STATE OF Texas COUNTY OF Kaufman	Notarized online using audio-video communication))ss.)	
This record was acknowledged before me on April 13, 2020, by Russell Visser as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Partner of Big Sky Diary, an Idaho general partnership.		
RICKEY WILLIAMS II	Rucky Williams H	
ID NUMBER 131984664 COMMISSION EXPIRES APRIL 23, 2023	Notary Public for	
Notarized online using audio-vide	Commission Expires: 04/23/2023	
Motarized offillie using audio-vide	o communication	

STATE OF Texas)	
COUNTY OF)ss.)	
This record was acknowledged Co-Trustee of the Visser Trust 1, dated general partnership. RADHAMES MIGUEL VILLAFANA	d before me on APRIL 13TH, 2020, by Michael J. Bosma as d November 12, 2009, as Partner of Big Sky Diary, an Idaho	
ID NUMBER 129133454 COMMISSION EXPIRES SEPTEMBER 20, 2020	Notary Public for <u>Texas</u> Printed Name:Radhames Miguel Villafana	
	Commission Expires: 09/20/2020	
	Notarized online using audio-video communication	
STATE OF Texas)	
COUNTY OF Dallas)SS.)	
This record was acknowledged	d before me on <u>APRIL 13th</u> , 2020, by Michael J. Bosma.	
RADHAMES MIGUEL VILLAFANA	Radhass Miguel Villa-	
129133454 COMMISSION EXPIRES	Notary Public forTexas	
SEPTEMBER 20, 2020	Printed Name: Radhames Miguel Villafana Commission Expires: 09/20/2020	
Notarized online using audio-video communication STATE OF		
COUNTY OF Kaufman)ss.	
This record was acknowledged	d before me on April 13, 2020, by Russell Visser.	
	Licky Williams #	
RICKEY WILLIAMS II	Notary Public forTexas	
13 NUMBER 131984664 COMMISSION EXPIRES APRIL 23, 2023	Printed Name: Rickey Williams II Commission Expires: 04/23/2023	
AT CITE 20, 2020		

STATE OF Texas	
lee	
COUNTY OF Kaufman	
This record was acknowledged before me of Member of Gooding Heifer Ranch, LLC, an Idaho lir	n <u>April 13</u> , 2020, by Russell Visser, as nited liability company.
RICKEY WILLIAMS II ID NUMBER 131984664	tary Public for
	nted Name: Rickey Williams II
Notarized online using audio-video commun	mmission Expires: 04/23/2023
STATE OF Texas	
)ss.	
COUNTY OF Dallas	
This record was acknowledged before me of Member of Gooding Heifer Ranch, LLC, an Idaho lin	on April 13th, 2020, by Michael J. Bosma, as mited liability company.
RADHAMES MIGUEL VILLAFANA	Radhases Miguel Villa
129133454 COMMISSION EXPIRES Pr	tary Public for <u>Texas</u> nted Name: Radhames Miguel Villafana
	mmission Expires:_09/20/2020
Notarized on	line using audio-video communication
STATE OF)	
COUNTY OF Kaufman)ss.	
This record was acknowledged before me o	on <u>April</u> <u>13</u> , 2020, by Russell Visser as Co-
Trustee of the Visser Trust 1, dated November 12, 2 Idaho limited liability company.	2009, as Member of Gooding Heifer Ranch, LLC, an
	Ricky Williams It
RICKEY WILLIAMS II	otary Public for
ID NUMBER 131984664 COMMISSION EXPIRES	inted Name: Rickey Williams II ommission Expires: 04/23/2023
APRIL 23, 2023	ommission Expires: 04/23/2023

STATE OF	
This record was acknowledged before in Co-Trustee of the Visser Trust 1, dated Novemban Idaho limited liability company.	ne on APRIL 13TH, 2020, by Michael J. Bosma as per 12, 2009, as Member of Gooding Heifer Ranch, LLC,
RADHAMES MIGUEL VILLAFANA D NUMBER 129133454 COMMISSION EXPIRES SEPTEMBER 20, 2020	Notary Public for Texas Printed Name: Radhames Miguel Villafana Commission Expires: 09/20/2020
STATE OF	Notarized online using audio-video communication
This record was acknowledged before r Member of Skyline Dairy, LLC, an Idaho limited	
RICKEY WILLIAMS II 15 NUMBER 151984664 COMMISSION EXPIRES APRIL 23, 2023 Notarized online using audio-video comm	Notary Public for Texas Printed Name: Rickey Williams II Commission Expires: 04/23/2023 nunication
STATE OF Texas)	
COUNTY OF <u>Dallas</u>)	mo on A DDU 1771
Member of Skyline Dairy, LLC, an Idaho limited	• • • • • • • • • • • • • • • • • • •
والمستعدد المستعدد ال	Radhans Miguel Villa
RADHAMES MIGUEL VILLAFANA ID NUMBER 129133454 COMMISSION EXPIRES SEPTEMBER 20, 2020	Notary Public forTexas Printed Name:Radhames Miguel Villafana Commission Expires:09/20/2020
	Notarized online using audio-video communication

STATE OF	Texas)	
COUNTY OF	Kaufman)ss.	
COUNTY OF	- Cadrillan)	
This record Trustee of the Viss limited liability com	er Trust 1, dated	ged before n November 1	ne on <u>April</u> <u>13</u> , 2020, by Russell Visser as Co- 12, 2009, as Member of Skyline Dairy, LLC, an Idaho
- American	RICKEY WILLIAMS II		Ruly Williams #
	131984664 COMMISSION EXPIRES APRIL 23, 2023		Notary Public for <u>Texas</u>
And State Control	APRIL 23, 2023		Printed Name: Rickey Williams II Commission Expires: 04/23/2023
Notarized online u	ısing audio-vid	eo commu	nication Expires: 04/23/2023
	_		modelon
STATE OFTe	XdS)	
COUNTY OFD	allas)ss.	
0001111 01	anas	,	
This record Co-Trustee of the Villimited liability com	√isse r Trust 1, da	ged before r ited Novemb	me on APRIL 13TH, 2020, by Michael J. Bosma as per 12, 2009, as Member of Skyline Dairy, LLC, an Idaho
RA CONTRACTOR	ADHAMES MIGUEL VILLAFANA		Radhans Miguel Villa
	ID NUMBER 129133454		Notary Public for Texas
or si	COMMISSION EXPIRES EPTEMBER 20, 2020		Printed Name: Radhames Miguel Villafana
			Commission Expires: 09/20/2020
STATE OF	Texas)	Notarized online using audio-video communication
COUNTY OF	Kaufman)ss.)	
This record was acknowledged before me on <u>April 13th</u> , 2020, by Jennifer M. Visser.			
, in a	RICKEY WILLI	AMS II	Ricky Willing It
	ID NUMBER		Notary Public forTexas
12.00	131984664 COMMISSION EXP APRIL 23, 20	IRE5	Printed Name: Rickey Williams II
2000	APRIL 23, 20	,25	Commission Expires: 04/23/2023

STATE OF <u>Virginia</u>))ss.	
COUNTY OFLoudoun)	
This record was acknowledg	ed before me on <u>April 13</u> , 2020, by Rachel M. Bosma.	
LATIFA C GARRISON REGISTRATION NUMBER 7774229 COMMISSION EXPIRES JANUARY 31, 2022	Notary Public for	
STATE OF Virginia)	
COUNTY OF Loudoun)ss.,)	
This record was acknowledged before me onApril 13, 2020, by David Gandolfo, as Member of High Plains Land and Livestock, LLC, an Idaho limited liability company.		
LATIFA C GARRISO REGISTRATION NUMBER 7774229	Notary Public for Virginia Printed Name: Latifa C Garrison	
COMMISSION EXPIRES JANUARY 31, 2022	Commission Expires: 01/31/2022 Notarized online using audio-video communication	
STATE OFVirginia COUNTY OFLoudoun))ss.)	
This record was acknowledged before me on <u>April 13</u> , 2020, by David Gandolfo, as Member of High Plains Dairy, L.L.C., an Idaho limited liability company.		
REGISTRATION NUMBER 7774229 COMMISSION EXPIRES JANUARY 31, 2022	Notary Public for Virginia Printed Name: Latifa C Garrison Commission Expires: 01/31/2022	

STATE OF <u>Virginia</u>)
COUNTY OF Loudoun)ss.)
This record was acknowledged	before me on April 13 , 2020, by David Gandolfo.
LATIFA C GARRISON	data C Lamon
REGISTRATION NUMBER 7774229 COMMISSION EXPIRES JANUARY 31, 2022	Notary Public for Virginia Printed Name: Latifa C Garrison Commission Expires: 01/31/2022
STATE OFVirginia) Notarized online using audio-video communication
COUNTY OFFairfax)ss.)
This record was acknowledged	before me on April 13th, 2020, by Jayme Lori Gandolfo.
HOPE THOMAS	Hope Thomas
REGISTRATION NUMBER 250505 COMMISSION EXPIRES FEBRUARY 28, 2021	Notary Public for <u>Virginia</u> Printed Name: <u>Hope Thomas</u> Commission Expires: 02/28/2021

[ACKNOWLEDGEMENTS CONTINUE]

signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF Virginia COUNTY OF Prince William On 14 April, 2020, before me, Lepatience Katina McClain, a Notary Public, personally appeared Hugh Charles Gandolfo, 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 Virginia that the foregoing paragraph is true and correct. WITNESS my hand and official seal. LEPATIENCE rence Katra Mc Wew KATINA MCCLAIN REGISTRATION NUMBER Notary Public 7834024 Notarized online using audio-video communication 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 _Virginia COUNTY OF Prince William __April_, 2020, before me, __Lepatience Katina McClain____a Notary Public, personally appeared Beatrice Ann Gandolfo, 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 Virginia that the foregoing paragraph is true and correct. Notarized online using audio-video communication WITNESS my hand and official seal. LEPATIENCE KATINA MCCLAIN 15 REGISTRATION NUMBER 7834024 First Amendment to Mortgage High Plains COMMISSION EXPIRES
NOVEMBER 30, 2023 Loan Nos. 200014 and 200438

104869575.3 0053564-00438

A notary public or other officer completing this certificate verifies only the identity of the individual who

[MORTGAGEE ACKNOWLEDGEMENT]

A notary public or other officer completing this certificate signed the document to which this certificate is attached, that document.		
STATE OF Virginia COUNTY OFLoudoun)) ss.)	
On April 13th, 2020 before me, Latifa C Garrison, Notary Public, personally appeared Jonathan B. Dressler, Signatory and Director, 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 ofVirginia that the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		
Signature: Ada C Hummunicat	ion LATIFA C GARRISON REGISTRATION NUMBER 7774229 COMMISSION EXPIRES JANUARY 31, 2022	

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

Gary Spackman Director

July 14, 2020

BRIGHTHOUSE LIFE INSURANCE COMPANY C/O METLIFE INVESTMENT MANAGEMENT LLC 205 E RIVER PARK CIR STE 430 FRESNO CA 93720-1572

RE: Notice of Security Interest for Water Right No(s): 47-2382, 47-17504, 47-17505, 47-17506, 47-17507, 51-7373, 51-7374, 51-13051, 51-13053

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: High Plains Land & Livestock LLC Mc Finney Agri Finance LLC TitleOne, Burley (File #19351498)



211 West 13th Street Burley, ID 83318 Ph. (208) 881-0087 Fx. (866) 582-7546 www.titleonecorp.com

ID Dept. of Water Resources 650 Addison Ave. West, Ste. 500 Twin Falls, ID 83301

RECEIVED

APR 2 1 2020

DEPT OF WATER RESOURCES SOUTHERN REGION

Date: 04/20/2020

Escrow No. 19351498 High Plains Land and Livestock, LLC et al

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

- 1. The original executed Notice of Security Interest in a Water Right between High Plains Land and Livestock, LLC and Brighthouse Life Insurance Company c/o MetLife.
- 2. A copy of the original executed First Amendment To Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded April 16, 2020 as Instrument No. 2020006850, records of Twin Falls Co., ID.
- 3. TitleOne's check no. 26704 payable to Idaho Department of Water Resources in the amount of \$225.00.

Please make the necessary changes in the records to indicate the new security interest. Please send a receipted copy to this office indicating the File No. 19351498.

Should you have any questions, please do not hesitate to contact Annette Roth at 208-881-0087.

Very truly yours,

TITLEONE

Nancy Garrett

Administrative Assistant

AR/nrg

Enc.

FedEx