RECEIVED .

## STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

# APR 2 1 2020 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.

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			

- 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

	Brighthouse Life Insurance Company c/o MetLife Investment Management, LLC 205 E. River Park Circle, Suite 430 Fresno, CA 93720
	Phone
	Email
4. Name of Water Right Owner/Claimant(s)	High Plains Land and Livestock, LLC
5. Expiration Date of Notification Period	January 15, 2040
6. Is this a Renewal of Request for Notificatio	n? 🗆 YES 🖾 NO
Signature(s) of Security Interest Holder(s) SUPPORT DATA IN FILE $#47-3382$	BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware corporation By: MetLife Investment Management, LLC, its investment manager By: Jonathan & Dressler Name: Jonathan & Dressler Its: Authorized Signature and Director
For Office Use Only Receipted by Date Processed by Date	<u>21-2020</u> Receipt No. <u>S037887</u> WR DM Date <u>7.14.2020</u>

7.

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 <u>15</u>, 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 the 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.

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) <u>Grant</u>. 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

By:

Russell Visser, Partner

BY: MBA

Michael J. Bosma, Partner

Viscer By:

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

By:

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 Mass

MICHAEL J. BOSMA

sell 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

user By:

ell Visser, Member

By: Michael J. Bosma, Member

Michael J. Bosma, Member

Visser By:

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

By:

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

SKYLINE DAIRY, LLC, an Idaho limited liability company

üser By:

Russell Visser, Member

By: Michael J. Bosma, Member

Visser Oxe By:

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

8 By:

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

enniter m. rer

JENNIFER M. VISSER

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

Rachel M. Bosma RACHEL M. BOSMA

HIGH PLAINS LAND AND LIVESTOCK, LLC, an Idaho limited liability company

By: David Gandolpo

David Gandolfo, Member

Hugh Charles Gaudollo By:

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

Javia Jandolpo By:

David Gandolfo, Member

avid bandollo

DAVID GANDOLFO

mi Gandelf

JAYME LORI GANDOLFO

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

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<u>Address for notices:</u> 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 Gandolfo

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

Jonathan B. Dressler

By: Name: Its:

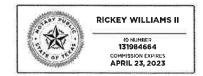
Jonathan B. Dressler Authorized Signatory and Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

### [GRANTOR ACKNOWLEDGMENTS]

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This record was acknowledged before me on <u>April</u> <u>13</u>, 2020, by Russell Visser as Partner of Big Sky Diary, an Idaho general partnership.



A	ucky Williams #
Notary Public for	Texas
Printed Name:	Rickey Williams II

Commission Expires: 04/23/2023

Notarized online using audio-video communication

Texas	_ )
Dallas	)ss.
	<u>Texas</u> Dallas

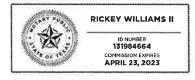
This record was acknowledged before me on <u>April 13th</u>, 2020, Michael J. Bosma as Partner of Big Sky Diary, an Idaho general partnership.



Notary Public for Texas 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</u><u>13</u>, 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.



Hickey Williams #

Notary Public for <u>Texas</u> Printed Name: <u>Rickey Williams II</u> Commission Expires: <u>04/23/2023</u>

 STATE OF \_\_Texas
 )

 COUNTY OF \_\_Dallas
 )ss.

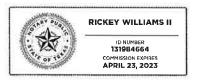
This record was acknowledged before me on <u>APRIL 13TH</u>, 2020, by Michael J. Bosma as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Partner of Big Sky Diary, an Idaho general partnership.

RADHAMES MIGUEL VILLAFAND ID NUMBER 129133454 COMMISSION EXMINES SEPTEMBER 20, 2020	Notary Public for <u>Texas</u> Printed Name: <u>Radhames Miguel Villafana</u> Commission Expires: <u>09/20/2020</u> tarized online using audio-video communication
STATE OF <u>Texas</u> ) STATE OF <u>Dallas</u> )s	s.
This record was acknowledged be RADHAMES MIGUEL VILLOWBER 129133454 COMMISSION EXPIRES SEPTEMBER 20, 2020	fore me on <u>APRIL 13th</u> , 2020, by Michael J. Bosma. Notary Public for <u>Texas</u> Printed Name: <u>Radhames Miguel Villafana</u> Commission Expires: <u>09/20/2020</u>
STATE OF Texas )	ed online using audio-video communication s.
This record was acknowledged be	fore me on <u>April</u> <u>13</u> , 2020, by Russell Visser. <i>Jucky Willing H</i> Notary Public for <u>Texas</u> Printed Name: <u>Rickey Williams II</u> Commission Expires: <u>04/23/2023</u>

 STATE OF \_\_\_\_\_ Texas \_\_\_\_\_ )
 )

 COUNTY OF \_\_\_\_\_ Kaufman \_\_\_\_\_ )

This record was acknowledged before me on <u>April</u> <u>13</u>, 2020, by Russell Visser, as Member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.



Notary Public for <u>Texas</u> Printed Name: <u>Rickey Williams II</u> Commission Expires: <u>04/23/2023</u>

Notarized online using audio-video communication

STATE OF Texas

)ss. COUNTY OF Dallas )

This record was acknowledged before me on <u>April 13th</u>, 2020, by Michael J. Bosma, as Member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

other other	RADHAMES MIGUEL VILLAFANA
( in the second	ID NUMBER 129133454 COMMISSION EXPIRES SEPTEMBER 20, 2020
STATE OF	Texas
	Kaufman

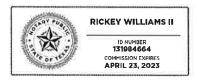
Radhas Miguel

Notary Public for <u>Texas</u> Printed Name: Radhames Miguel Villafana Commission Expires: 09/20/2020

Notarized online using audio-video communication

This record was acknowledged before me on <u>April</u> <u>13</u>, 2020, by Russell Visser as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

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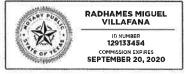
Notary Public for <u>Texas</u> Printed Name: <u>Rickey</u> Williams II Commission Expires: <u>04/23/2023</u>

 STATE OF \_\_\_\_\_\_
 )

 COUNTY OF \_\_\_\_\_
 Dallas \_\_\_\_\_\_

This record was acknowledged before me on <u>APRIL 13TH</u>, 2020, by Michael J. Bosma as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Gooding Heifer Ranch, LLC, an Idaho limited liability company.

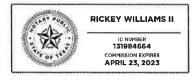
Radhass Miguel Villa RADHAMES MIGUEL VILLAFANA Notary Public for Texas 129133454 Printed Name: Radhames Miguel Villafana SEPTEMBER 20, 2020 Commission Expires: 09/20/2020 STATE OF Texas ) Notarized online using audio-video communication )ss. Kaufman COUNTY OF ) This record was acknowledged before me on April 13, 2020, by Russell Visser, as Member of Skyline Dairy, LLC, an Idaho limited liability company. ickey Williams RICKEY WILLIAMS II 10 NUMBER 131984664 Notary Public for Texas APRIL 23, 2023 Printed Name: **Rickey Williams II** Commission Expires: 04/23/2023 Notarized online using audio-video communication STATE OF Texas )ss. COUNTY OF Dallas This record was acknowledged before me on <u>APRIL 13TH</u>, 2020, by Michael J. Bosma, as Member of Skyline Dairy, LLC, an Idaho limited liability company. Radhess Miguel Villon



Notary Public for	Texas
Printed Name:	Radhames Miguel Villafana
Commission Expir	

STATE OF <u>Texas</u>) SS. COUNTY OF Kaufman

This record was acknowledged before me on <u>April</u> <u>13</u>, 2020, by Russell Visser as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Skyline Dairy, LLC, an Idaho limited liability company.



ucky Willing #

Notary Public for <u>Texas</u> Printed Name: <u>Rickey Williams II</u> Commission Expires: <u>04/23/2023</u>

Notarized online using audio-video communication

STATE OF \_\_\_\_\_\_

COUNTY OF

COUNTY OF Dallas

This record was acknowledged before me on <u>APRIL 13TH</u>\_\_\_\_, 2020, by Michael J. Bosma as Co-Trustee of the Visser Trust 1, dated November 12, 2009, as Member of Skyline Dairy, LLC, an Idaho limited liability company.

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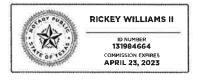
Stany Puge	RADHAMES MIGUEL VILLAFANA
	ID NUMBER 129133454
The OF 1CC	COMMISSION EXPIRES SEPTEMBER 20, 2020
3 <del></del>	
TATE OF	Texas

Radhass	Miguel	Villa

Notary Public for <u>Texas</u> Printed Name: <u>Radhames Miguel Villafana</u> Commission Expires: 09/20/2020

Notarized online using audio-video communication

This record was acknowledged before me on <u>April 13th</u> \_\_\_\_, 2020, by Jennifer M. Visser.



Kaufman

Rick	y Williams	H
Notary Public for	Texas	

Printed Name: <u>Rickey Williams II</u> Commission Expires: <u>04/23/2023</u>

STATE OF Virginia	)					
COUNTY OF	)SS. )					
This record was acknowledged 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 <u>Virginia</u> Printed Name: <u>Latifa C Garrison</u> Commission Expires: <u>01/31/2022</u> Notarized online using audio-video communication					
STATE OF Virginia	) )SS.					
COUNTY OF Loudoun	)					
This record was acknowledged before me on <u>April 13</u> , 2020, by David Gandolfo, as Member of High Plains Land and Livestock, LLC, an Idaho limited liability company.						
LATIFA C GARRISON	datapa C Lamme					
	_ Notary Public for <u>Virginia</u> Printed Name: <u>Latifa C Garrison</u>					
COMMISSION EXPIRES	Commission Expires: 01/31/2022					
JANUARY 31, 2022	Notarized online using audio-video communication					
STATE OF Virginia	) )ss.					
COUNTY OF Loudoun	.)					
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.						
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Notary Public for <u>Virginia</u> Printed Name: <u>Latifa C Garrison</u> Commission Expires: <u>01/31/2022</u>

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

Notarized online using audio-video communication

[ACKNOWLEDGEMENTS CONTINUE]

(4)

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 ) SS.

On <u>14</u> <u>April</u>, 2020, before me, <u>Lepatience Katina McClain</u>, 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 <u>Virginia</u> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SS.

una Katua Mc Den

Notary Public 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 \_\_\_\_\_\_

COUNTY OF Prince William

On <u>14</u> <u>April</u>, 2020, before me, <u>Lepatience Katina McClain</u> 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 <u>Virginia</u> that the foregoing paragraph is true and correct. Notarized online using audio-video communication

WITNESS my hand and official seal.

hence Katura Mc Den

Notary Public



First Amendment to Mortgage High Plains Loan Nos. 200014 and 200438 104869575.3 0053564-00438 15

# [MORTGAGEE ACKNOWLEDGEMENT]

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 Loudoun )ss.

On <u>April 13th</u>, 2020 before me, <u>Latifa C Garrison</u>, Notary Public, personally appeared <u>Jonathan B. Dressler, Signatory and Director</u>, 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 <u>Virginia</u> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hamme Signature:

(seal)

Commission expires JANUARY 31, 2022



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, Deníse Malíne

Denise Maline Administrative Assistant 1

Enclosure(s)

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



ID Dept. of Water Resources 650 Addison Ave. West, Ste. 500 Twin Falls, ID 83301 211 West 13th Street Burley, ID 83318 Ph. (208) 881-0087 Fx. (866) 582-7546 www.titleonecorp.com



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 Multi Harrott

Nancy Garrett Administrative Assistant

AR/nrg Enc. FedEx