

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 11 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

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

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
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

McFinney Agri-Finance, LLC

P.O. Box 1598

Twin Falls, ID 83303-1598

Phone (208) 734-6622

Email liversen@clearcreekag.com

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

High Plains Land & Livestock LLC

5. Expiration Date of Notification Period

January 1, 2033

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

SUPPORT DATA

IN FILE # 47-2382

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

McFinney Agri-Finance, LLC

Title, if applicable

By: Helen Finney, MEMBER
HELEN FINNEY, Member

For Office Use Only

Received by DM

Date 12-11-2017

Receipt No. 5036485

Fee \$225-

Processed by AJ

Date

WR

Date

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
01:02:08 PM 12-07-2017
2017019833
NO. PAGES 15 FEE: \$52.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

17301882

(Space above reserved for Recorder)

**AMENDED AND RESTATED CROSS COLLATERALIZATION AND CROSS
DEFAULT AGREEMENT**

**THIS AMENDED AND RESTATED CROSS COLLATERALIZATION
AND CROSS DEFAULT AGREEMENT** ("Agreement") is made as of this 5 day
of 12-5, 2017, by and between HIGH PLAINS DAIRY, L.L.C., an Idaho
limited liability company whose address is P.O. Box 1428, Twin Falls, Idaho 83303 (the
"Dairy"), DAVID GANDOLFO and JAYME GANDOLFO, husband and wife whose
address is P.O. Box 780, Castleford, Idaho 83321 ("David and Jayme"), HUGH
GANDOLFO and BEATRICE GANDOLFO, husband and wife whose address is 1268
Highland Road, Santa Ynez, California 93460 ("Hugh and Beatrice"), the GANDOLFO
FAMILY TRUST dated April 22, 1999, a trust whose address is 1268 Highland Road,
Santa Ynez, California 93460 (the "Trust"), HIGH PLAINS LAND AND LIVESTOCK,
LLC, an Idaho limited liability company whose address is P.O. Box 1428, Twin Falls,
Idaho 83303 (the "Land Company," and together with the Dairy, David and Jayme, Hugh
and Beatrice, and the Trust, the "Borrower") and MCFINNEY AGRI-FINANCE, LLC,
an Idaho limited liability company whose address is 409 Shoshone St. South, Suite 25,
Twin Falls, Idaho 83301 (the "Lender");

RECITALS

WHEREAS Lender is the owner and holder of (i) the Facility Promissory Note of
the Borrower dated as of February 16, 2016 in the principal amount of Four Million Five
Hundred Fifty-One Thousand and No/100ths Dollars (\$4,551,000.00) evidencing Loan
No. 7783424000 (the "2016 Facility Note"), (ii) the Cattle Promissory Note of the
Borrower dated as of February 16, 2016 in the principal amount of Two Million Two
Hundred Thousand and No/100ths Dollars (\$2,200,000.00) evidencing Loan No.
1298923100 (the "Cattle Note"), and (iii) the Feed Promissory Note of the Borrower
dated as of October 31, 2016 in the principal amount of Seven Hundred Fifty Thousand
and No/100ths Dollars (\$750,000.00) evidencing Loan No. 1308707700 (the "Feed
Note," and together with the 2016 Facility Note and the Cattle Note, the "Initial Notes");

WHEREAS the parties previously entered into a Cross Collateralization and
Cross Default Agreement dated as of October 31, 2016, and recorded on October 31,
2016, in the office of the Recorder of Twin Falls County, Idaho as Instrument No.
2016019110 (the "Original Cross Collateralization");

WHEREAS in accordance the Original Cross Collateralization, the Initial Notes are secured by a First Mortgage, Security Agreement and Assignment of Rents dated as of February 16, 2016, and recorded on February 19, 2016, in the Office of Recorder of Twin Falls County, Idaho as Instrument No. 2016002567 (the "Mortgage"), which Mortgage encumbers certain property situated in Twin Falls County, Idaho, and more particularly described in Exhibit A, Exhibit B, and Exhibit C attached hereto;

WHEREAS in accordance with the Original Cross Collateralization, the Initial Notes are secured by a Security Agreement dated as of February 16, 2016 among the Borrower and the Lender (as in effect from time to time, the "Security Agreement");

WHEREAS Lender has made the following additional loans to Borrower: (i) (Loan No. 7802798300) in the original principal amount of Three Hundred Fifty-Two Thousand and No/100ths Dollars (\$352,000.00) with a maturity date of December 1, 2032, and evidenced by a Facility Promissory Note of even date herewith made by Borrower (the "2017 Facility Note"); (ii) (Loan No. 1321242800) in the original principal amount of Seven Hundred Fifty-Seven Thousand and No/100ths Dollars (\$757,000.00) with a maturity date of January 1, 2019, and evidenced by a Silage Promissory Note of even date herewith made by Borrower (the "Silage Note"); and (iii) (Loan No. 1321051900) in the original principal amount of up to One Million and No/100ths Dollars (\$1,000,000.00) with a maturity date of December 1, 2018, and evidenced by a Revolving Promissory Note of even date herewith made by Borrower (the "Revolving Note," and together with the 2017 Facility Note and the Silage Note, the "Subsequent Notes");

WHEREAS the Initial Notes and the Subsequent Notes are together referred to as the "Notes" herein;

WHEREAS Loan Nos. 7802798300, 1321242800 and 1321051900 were made by Lender on the express condition that the Subsequent Notes are also secured by the Mortgage and the Security Agreement, and that the Initial Notes, the Subsequent Notes, the Mortgage and the Security Agreement be tied together with a cross-collateralization and cross-default agreement; and

WHEREAS the he parties desire to amend and restate in its entirety the Original Cross Collateralization, to provide for, among other things, that the Subsequent Notes are also secured by the Mortgage and the Security Agreement, and that the Initial Notes, the Subsequent Notes, the Mortgage and the Security Agreement be tied together with a cross-collateralization and cross-default agreement;

NOW THEREFORE, in consideration of the extension of credit by Lender to the Borrower, the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Cross Collateralization is amended and restated to read in its entirety as set forth herein, and the parties further agree as follows:

1. The foregoing recitals set forth above are hereby adopted and incorporated herein by reference.

2. The Mortgage and the Security Agreement shall secure all the obligations of both the Initial Notes and the Subsequent Notes. Any default under any of the Notes shall be an event of default under the Mortgage and the Security Agreement. The Mortgage, the Security Agreement or any other security instrument securing any of the Notes shall not be released until all Notes are fully satisfied and paid in full.

3. Notwithstanding any provision in the Notes, the Mortgage, the Security Agreement or any and all other documents not specifically listed herein that evidence or secure any or all of the Notes, including without limitation the Assignment of Bonuses, Rentals and Royalties of the Land Company dated February 16, 2016 in favor of the Lender, the Subordination Agreement by and among the Land Company, the Dairy and the Lender dated February 16, 2016, the Memorandum of Subordination Agreement recorded in the records of Twin Falls County, Idaho on February 19, 2016 as Instrument No. 2016002570, the Amendment No. 1 to Subordination Agreement dated as of the date hereof, and UCC filing statements, (collectively, the "Loan Documents") to the contrary, upon default in the repayment of indebtedness of or in the performance of any other covenant, agreement, term or condition of any of the Notes, or upon default in the performance of any covenant, agreement, term, or condition of the Mortgage, the Security Agreement or any of the other Loan Documents, the Holder of any of the Notes or the Mortgage shall have the option of maturing the indebtedness evidenced by any and all said Notes, and foreclosing of the Mortgage and Security Agreement irregardless of whether any the other Notes or the Mortgage or Security Agreement may not then be in default.

4. This Agreement and the Loan Documents (as modified by this Agreement) constitute legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms.

5. Borrower has no offset, defense or counterclaim against any of the Notes or any of the other Loan Documents (all as modified by this Agreement).

6. Except as expressly modified by this Agreement, each and every term, condition, warranty, obligation and provision of the Notes, the Mortgage, the Security Agreement and the other Loan Documents shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, and may not be amended, modified or restated without the express written consent of the Borrower and the Lender. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. This Agreement shall be governed by and construed in

accordance with the laws of the state of Idaho. The parties may execute this Agreement in any number of counterparts which together shall constitute one instrument.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, this Agreement is executed by each of the parties hereto as of the date first set forth above.

BORROWER

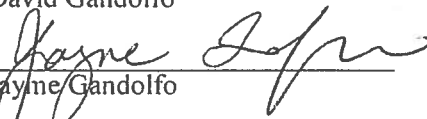
P.O. Box 1428
Twin Falls, Idaho 83303

HIGH PLAINS DAIRY, L.L.C.

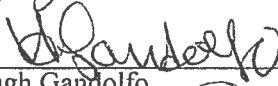
By: 
David Gandolfo, Sole Member

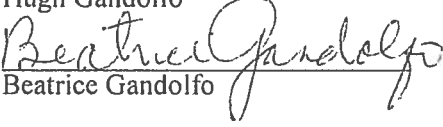
P.O. Box 780
Castleford, Idaho 83321


David Gandolfo


Jayne Gandolfo

1268 Highland Road
Santa Ynez, CA 93460

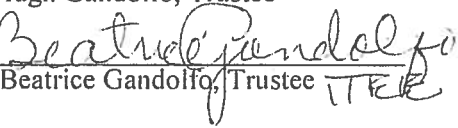

Hugh Gandolfo


Beatrice Gandolfo

P.O. Box 780
Castleford, Idaho 83321

GANDOLFO FAMILY TRUST DATED APRIL 22, 1999

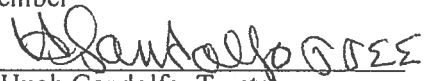
By: 
Hugh Gandolfo, Trustee

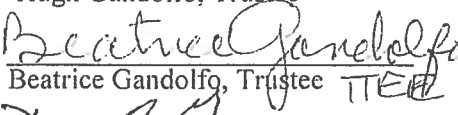
By: 
Beatrice Gandolfo, Trustee TEE

P.O. Box 1428
Twin Falls, Idaho 83303

HIGH PLAINS LAND AND LIVESTOCK, LLC

By: Gandolfo Family Trust dated April 22, 1999, Member

By: 
Hugh Gandolfo, Trustee

By: 
Beatrice Gandolfo, Trustee TEE

By: 
David Gandolfo, Member

LENDER

409 Shoshone St. South, Suite 25
Twin Falls, Idaho 83301

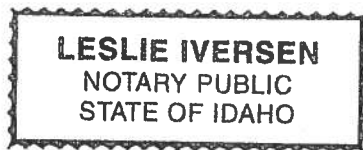
McFINNEY AGRI-FINANCE, LLC

By: Hiram Finney MEMBER
Name: HIRAM FINNEY, MEMBER
Title: Member

By: Jack McCall
Name: JACK McCall
Title: Member

STATE OF IDAHO)
: ss.
County of Twin Falls)

On this 30th day of November, in the year 2017, before me, a notary public for the State of Idaho, personally appeared HIRAM FINNEY and JACK McCall, known or identified to me to be each be an authorized signatory of McFinney Agri-Finance, LLC, and acknowledged to me on this day under oath, that, being informed of the contents of this document, he/she executed the same on behalf of such entity as his/her free and voluntary act and deed.



Leslie Iversen
Notary Public for the State of Idaho
Residing at: Filer
My Commission Expires: 10/11, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Barbara)

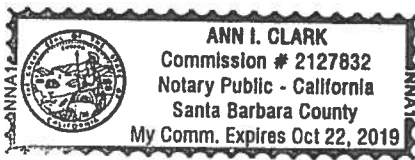
On December 5, 2017 before me, Ann I. Clark, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Hugh Gandolfo and Beatrice Gandolfo*****
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Default Agreement Amended and Restated Cross Collateralization and Cross Document Date: December 5, 2017

Number of Pages: six and Exhibits A, B, C. (six pages) Signer(s) Other Than Named Above: David Gandolfo, Jayme Gandolfo, McFinney Agri-Finance, LLC

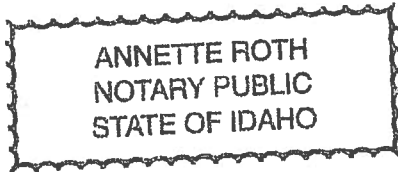
Capacity(ies) Claimed by Signer(s)

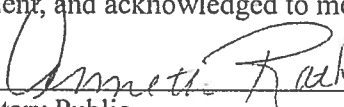
Signer's Name: Hugh Gandolfo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☒ Other: Trust below Member of LLC
Signer Is Representing: Gandolfo Family
Trust dated 4/22/1999

Signer's Name: Beatrice Gandolfo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☒ Other: Trust below Member of LLC
Signer Is Representing: Gandolfo Family
Trust dated 4/22/1999

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 6th day of December, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared David Gandolfo, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

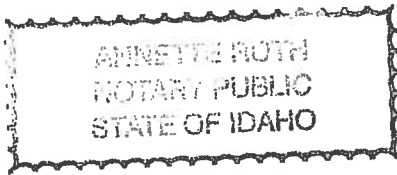




Notary Public
Residing at: *Rupert, ID*
My Commission expires: *8-4-2023*

STATE OF IDAHO)
 : ss.
County of Twin Falls)

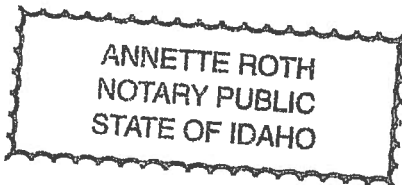
On this 4 day of December, in the year 2017, before me, a notary public for the State of Idaho, personally appeared **David Gandolfo**, known or identified to me to be the person listed above and a member of **High Plains Dairy, L.L.C. and High Plains Land and Livestock, LLC**, and acknowledged to me on this day under oath, that, being informed of the contents of this document, he executed the same on behalf of such entities and himself individually as his free and voluntary act and deed.



Annette Roth
Notary Public for the State of Idaho
Residing at: Rupert, ID
My Commission Expires: 8-4, 2023

STATE OF IDAHO)
 : ss.
County of Twin Falls)

On this 6 day of December, in the year 2017, before me, a notary public for the State of Idaho, personally appeared **Jayne Gandolfo**, known or identified to me to be the person listed above, and acknowledged to me on this day under oath, that, being informed of the contents of this document, she executed the same as her free and voluntary act and deed.



Annette Roth
Notary Public for the State of Idaho
Residing at: Rupert, ID
My Commission Expires: 8-4, 2023

Exhibit A

Legal Description:

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: A tract of land being more particularly described as follows:

Beginning at the Southeast corner of said Section 1; Thence South 88°46'06" West a distance of 1331.84 feet along the Southerly boundary of said Section 1 to the True Point of Beginning;
Thence South 88°46'06" West a distance of 1301.47 feet along the southerly boundary of said Section 1 to the South quarter corner of said Section 1;
Thence South 88°46'06" West a distance of 638.61 feet along the Southerly boundary of said Section 1;
Thence North 01°58'04" West a distance of 94.62 feet;
Thence North 50°25'19" West a distance of 163.07 feet;
Thence South 89°34'22" West a distance of 61.92 feet;
Thence South 00°31'21" East a distance of 202.08 feet to the Southerly boundary of said Section 1;
Thence South 88°46'06" West a distance of 129.06 feet along the Southerly boundary of said Section 1 to a point 10.00 feet Easterly from the East edge of a farm road;
Thence along a line parallel with and 10.00 feet Easterly from the East edge of said farm road the following courses and distances:
North 21°24'32" West a distance of 518.43 feet;
North 16°32'06" West a distance of 450.55 feet;
North 13°11'58" West a distance of 93.48 feet;
North 06°13'48" West a distance of 79.73 feet;
North 00°36'25" East a distance of 1483.77 feet;
North 00°49'34" West a distance of 1571.95 feet;
North 01°23'53" West a distance of 143.87 feet;
Thence North 02°07'38" East a distance of 83.38 feet to a point approximately 10.00 feet Northerly from the North edge of a farm road;
Thence Easterly and Southerly approximately parallel with and 10.00 feet Northerly from said farm road the following courses and distances:
North 72°36'37" East a distance of 29.31 feet;
South 82°19'23" East a distance of 35.81 feet;
South 44°07'29" East a distance of 34.66 feet;
South 50°53'58" East a distance of 59.92 feet;
South 55°17'47" East a distance of 273.43 feet;
South 62°27'49" East a distance of 136.10 feet;
South 75°44'26" East a distance of 53.78 feet;
South 87°14'34" East a distance of 174.40 feet;
North 86°09'57" East a distance of 83.36 feet;
North 77°22'58" East a distance of 62.99 feet;
North 66°18'04" East a distance of 60.06 feet;
North 53°16'23" East a distance of 38.15 feet;
South 71°53'34" East a distance of 41.76 feet;
South 56°21'03" East a distance of 57.09 feet;
South 77°02'22" East a distance of 87.58 feet;
South 64°08'42" East a distance of 93.78 feet;

South 60°30'20" East a distance of 132.48 feet;
 South 80°16'46" East a distance of 47.76 feet;
 South 73°26'32" East a distance of 53.46 feet;
 South 66°05'15" East a distance of 62.62 feet;
 South 58°20'31" East a distance of 201.49 feet;
 South 54°19'29" East a distance of 193.48 feet;
 South 36°14'20" East a distance of 67.86 feet;
 South 09°02'44" East a distance of 51.26 feet;
 South 11°08'27" West a distance of 67.88 feet;
 South 16°47'30" East a distance of 46.81 feet;
 South 05°43'04" East a distance of 98.77 feet;
 South 08°53'12" East a distance of 57.26 feet;
 South 15°41'54" East a distance of 52.00 feet;
 South 23°45'12" East a distance of 159.42 feet;
 South 17°55'27" East a distance of 58.81 feet;
 South 02°03'14" West a distance of 432.26 feet;
 South 03°01'38" East a distance of 49.46 feet;
 South 10°55'07" East a distance of 98.37 feet;
 South 16°47'02" East a distance of 125.90 feet;
 South 15°54'54" East a distance of 413.77 feet;
 South 19°47'20" East a distance of 108.97 feet;
 South 25°19'59" East a distance of 78.29 feet;
 South 21°16'57" East a distance of 69.92 feet;
 South 12°21'12" East a distance of 74.88 feet;
 South 04°27'10" East a distance of 135.57 feet;
 South 10°56'02" East a distance of 510.22 feet;
 South 01°21'36" East a distance of 200.21 feet;
 South 05°15'49" East a distance of 69.52 feet;
 South 11°02'55" East a distance of 126.76 feet;
 South 20°20'22" East a distance of 298.89 feet;

Thence South 24°52'04" East a distance of 338.33 feet to the True Point of Beginning.

SAVE AND EXCEPT the following described:

Beginning at the South ¼ corner of Section 1, said corner marked by a 5/8 inch rebar;
 Thence South 88°50'26" West (South 88°46'06" West, rec.) along the south line of Section 1 for a distance of 827.66 feet to a ½ inch rebar,
 which shall be the Point of Beginning;
 Thence South 88°50'26" West (South 88°46'06" West, rec.) along the south line of Section 1 for a distance of 129.06 feet to a line 10.00 feet
 Easterly from the east edge of a farm road;
 Thence North 21°23'36" West (North 21°24'32" West, rec.) along said line for a distance of 107.68 feet;
 Thence North 88°50'25" East for a distance of 167.56 feet to a ½ inch rebar;
 Thence South 00°26'53" East (South 00°31'21" East, rec.) for a distance of 101.04 feet to the Point of Beginning.

PARCEL NO. 3:
 TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
 TWIN FALLS COUNTY, IDAHO

Section 1: Part of Section 1, more particularly described as follows:

Beginning at the South ¼ corner of Section 1, said corner marked by a 5/8 inch rebar;
 Thence South 88°50'26" West (South 88°46'06" West, rec.) along the South line of Section 1 for a distance of 638.61 feet to a ½ inch rebar
 which shall be the Point of Beginning;
 Thence South 88°50'26" West for a distance of 189.05 feet to a ½ inch rebar;
 Thence North 00°26'53" West (North 00°31'21" West, rec.) for a distance of 202.09 (202.08 feet, rec.) feet to a ½ inch rebar;
 Thence North 89°38'57" East (North 89°34'22" East, rec.) for a distance of 61.92 feet to a ½ inch rebar;
 Thence South 50°20'45" East (South 50°25'19" East, rec.) for a distance of 163.07 feet to a ½ inch rebar;
 Thence South 01°53'29" East (South 01°58'04" East, rec.) for a distance of 94.62 feet to the Point of Beginning.

PARCEL NO. 4:
TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: Part of the SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 1;
 Thence South 88°46'06" West a distance of 1331.84 feet;
 Thence North 24°52'04" West a distance of 85.68 feet to the True Point of Beginning;
 Thence North 24°52'04" West a distance of 252.65 feet;
 Thence North 20°20'22" West a distance of 63.92 feet;
 Thence South 89°55'56" East a distance of 414.87 feet;
 Thence South 00°00'45" West a distance of 349.95 feet;
 Thence North 82°17'15" West a distance of 151.28 feet;
 Thence North 73°16'52" West a distance of 142.44 feet to the True Point of Beginning.

Together with any and all water, water rights, ditches and ditch rights, storage rights and permits, licenses, certificates or shares of stock belonging or in any way appurtenant to the real property described in this Exhibit A, whether now owned or hereafter acquired, whether now existing or hereafter arising, and all proceeds from the sale or other disposition of any such property. Such water rights shall include, without limitation, the following:

Idaho Department of Water Resources

Number	Priority Date	Source	Diversion Rate	Use
47-2382	12/13/1963	Ground Water	1.34 CFS	Irrigation
47-17504	11/21/1960	Ground Water	0.13 CFS	Stockwater
47-17505	10/25/1951	Ground Water	0.13 CFS	Stockwater
47-17506	11/21/1960	Ground Water	0.59 CFS	Irrigation
47-17507	10/25/1951	Ground Water	0.69 CFS	Irrigation
51-7373	10/25/1951	Ground Water	0.57 CFS	Stockwater (0.57 CFS) and Commercial (0.57 CFS)
51-7374	11/21/1960	Ground Water	0.47 CFS	Stockwater (0.47 CFS) and Commercial (0.47 CFS)
51-13051	11/21/1960	Ground Water	0.74 CFS	Irrigation
51-13053	10/25/1951	Ground Water	0.73 CFS	Irrigation

Exhibit B

Any and all as-extracted collateral (including, without limitation, oil, gas and other minerals); fixtures (including, without limitation, trade fixtures, windmills and other wind machines); equipment (including, without limitation, farm machinery, rolling stock and vehicles, all livestock handling equipment, milk tanks, compressors, pumps, stanchions, milking units and other milking equipment, equipment relating to power generation, irrigation equipment, pivots, pumps, motors, sprinkler systems, mainlines, hand lines, wheel lines, siphon tubes, gated pipe and all other irrigation equipment used for the production or transportation of water on the real property described in the attached Exhibit A or for the irrigation or drainage thereof); embedded software relating to the foregoing; permits, licenses, agreements and documents necessary to own or operate the real property described in the attached Exhibit A (including, without limitation, all animal feeding operation permits and any state or federal grazing permits); supplies; and accounts generated from the real property described in the attached Exhibit A (including, without limitation, all leases, royalties, subleases, franchises, rents, issues, profits and incomes arising therefrom and all the estate, right, title and interest of every nature in and to the same); whether now owned or hereafter acquired, whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including, without limitation, insurance proceeds) from the sale or other disposition of any such property. The foregoing shall include, without limitation, the following:

- 1- 5 Tower Irrigation Pivot
- 1- 7 Tower LT Irrigation Pivot
- Wheel Lines
- 1 – 4 Tower Reinke Irrigation Pivot
- 1 – 3 Tower Reinke Irrigation Pivot

- Double 30 milking parlor
- 5- 50' x 280' shades
- 3- 50' x 320' shades
- 2- 50' x 180' shades
- DeLaval milking equipment with automatic detachers
- Blue Diamond Cabinets and Stanchions
- 8,000 Gallon Walker Stainless Steel Milk Silo, SN SPG-20870
- 10,000 Gallon Walker Stainless Steel Milk Silo, SN WED-71653
- 10,000 Gallon Water Tank
- Alfa-Laval Plate Cooler, SN 30109-71311
- Ingersoll Rand Air Drier/Compressor, SN PX318QU04111
- DeLaval Yukon Snap Compressors, SN 041106
- LPG Hot Water Heater, SN WJ0814621
- Alfa-Laval Vacuum Pump
- Usher HRS Auto Crowd Gate
- Scale and Scale House
- 25 hp Balder Pump, SN 39K062X103
- Berkeley Pump, SN M13359

10 hp Balder Pump, SN 37F696T002
Berkeley Pump, SN M13299
90 Gallon Flexlite Pressure Tank, SN FL3004364
180 Kva Generator

Lock-ups
36188 Model SLOAB 6-1DH Lock Ups
Surveillance equipment
Patz pump
15HP carrier compressor
Foot bath
150HP HP L&B pump
Parts for TN70 Tractor
Kubota Dump Tractor
Milker Mats
Trailer for Feed Lot
John Deere 544K Wheel Loader
Accounting Computer

Pressure Washer
Norco welder
Pressure washer
Four Wheeler
John Deere 544J Wheel Loader
2008 F250 CREW
Feed truck 2
Loader 544H rebuild

Milking equipment shall include without limitation scales, milk silos, motors, hoppers, augers, pipelines, couplers, compressors, feed drops, cow lockups, corral shades, stalls, stands, tubes, pumps, tanks, valves, washers, milk receivers, dispensers, controls, filers, take-offs, pulsators, pulsations controllers, claws, automatic detachers, chillers, mounting material, in ground wash heads, runner parlor mats, power generators and sanitation equipment.

Irrigation equipment shall include without limitation above and under ground pipeline, main lines, hand lines, wheel lines, pivots, pumps, motors and all allied equipment such as switch panels, pivot controls, wiring, shafting, openers, tubing, bowls, suction pipe, cones, valve openers, reducers, end plugs, risers, stems, sprinkler heads, hoses and nozzles.

Livestock handling equipment shall include without limitation all corrals, cow stands, lockups, feed alleys, water troughs, waste water management systems, loading chutes and windbreaks.

Exhibit C

Any and all milk, cream and dairy products and accounts generated therefrom, including, without limitation, milk, cream and dairy product proceeds, whether pursuant to payments from agreements with Magic Valley Quality Milk Producers, Inc., other milk, cream or dairy product purchasers or otherwise; whether now owned or hereafter acquired; whether now existing or hereafter arising; and all accessions, additions, replacements and substitutions for any of such property, and all proceeds (including, without limitation, insurance proceeds) from the sale or other disposition of any such property.

Any and all cows (including without limitation beef cattle or dairy cattle), hay, ensilage, barley, wheat, straw, corn, grain, cotton seed, and all crops, including growing crops; whether now owned or hereafter acquired; whether now existing or hereafter arising; and all accessions, additions, replacements and substitutions for any of such property, and all proceeds (including, without limitation, insurance proceeds) from the sale or other disposition of any such property.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 13, 2017

MCFINNEY AGRIFINANCE LLC
PO BOX 1598
TWIN FALLS ID 83303-1598

Re: Notice of Security Interest in a Water Right for Water Right 47-2382, 47-17504, 47-17505, 47-17506, 47-17507, 51-7373, 51-7374, 51-13051 and 51-13053

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

Cc: TitleOne (File 17301882)
High Plains Land & LivestockLLC



December 7, 2017

RECEIVED
DEC 11 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

Trish Fawcett
ID Dept. of Water Resources
650 Addison Ave. W. Ste. 500
Twin Falls, ID 83301

RE: TitleOne File No. 17301882
High Plains Land & Livestock, LLC and
High Plains Dairy, L.L.C.

Dear Trish:

Enclosed with this letter please find the following:

1. The original executed Notice of Security Interest in a Water Right executed by Hiram Finney of McFinney Agri-Finance, LLC.
2. A copy of the recorded Amended and Restates Cross Collateralization and Cross Default Agreement.
3. TitleOne Corporation's check no. 12800 payable to Idaho Dept. of Water Resources in the amount of \$225.00 for the transfer fees.

Please make the necessary changes in the records to indicate this transaction. Please send a receipted copy to this office.

Should you have any questions, or if TitleOne Corporation may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE CORPORATION

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx