

RECEIVED

MAY 22 2014

WATER RESOURCES
WESTERN 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.
	DEC 61-7276			

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, Inc.

12443 Olive Boulevard

Suite 50

St. Louis, MO 63141

Phone 314-317-8000

Email

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

Sunview Dairy, L.L.C. and DeGroot Family Farms, LLC

5. Expiration Date of Notification Period

August 1, 2029

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Judy A. Cochran, Assistant Vice President

For Office Use OnlyReceived by J. StrangeDate 5-22-2014Receipt No. W 042139Fee 25.00

Processed by AJ

J. StrangeDate 6-12-14

WR

Date

RECEIVED

MAY 22 2014

WATER RESOURCES
WESTERN REGION

Instrument # 441933 # Pages: 12
ELMORE COUNTY, Idaho
May 20, 2014 10:32:22 am Fee: \$ 43.00
For: GUARANTY TITLE INC
BARBARA STEELE, Recorder
DELLIS, Deputy

This document drafted by:
John P. Manning V
Rabo Agrifinance, Inc.
P. O. Box 411995
St. Louis, Missouri 63141

Loan No. 10515700/tc
10977400/tc

**ASSUMPTION AND MODIFICATION OF MORTGAGE. ASSIGNMENT OF RENTS AND SECURITY
AGREEMENT
(Elmore County, Idaho)**

THIS AGREEMENT is made as of this 1st day of May, 2014 between Rabo Agrifinance, Inc., a Delaware corporation located and having its principal office at 12443 Olive Blvd., Suite 50, St. Louis, MO 63141 ("Lender"), and DeGroot Family Farms, LLC, an Idaho limited liability company ("DeGroot Family Farms"); Sunview Dairy, L.L.C., an Idaho limited liability company ("Sunview Dairy"); Edward Bill DeGroot ("Edward DeGroot") and Alicia Kay DeGroot ("Alicia DeGroot"), husband and wife; and Thomas Bill DeGroot ("Thomas DeGroot") and Jackie DeGroot ("Jackie DeGroot"), husband and wife; whose chief executive office or principal residence is 6600 Southwest Blanksma Road, Mountain Home, ID 83647 (whether one or more, "Grantor").

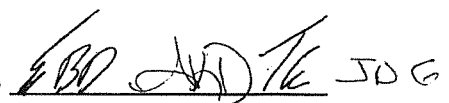
WITNESSETH:

WHEREAS, Lender is the holder of a note dated August 31, 2012 for Nine Million and 00/100 Dollars (\$9,000,000.00) ("Note") made by Sunview Dairy ("Borrower"), and guaranteed by Edward DeGroot, Alicia DeGroot, Thomas DeGroot and Jackie DeGroot (collectively, "Guarantor"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated August 31, 2012 executed by Borrower and Guarantor to Lender and recorded as Instrument Number 430058 on August 31, 2012 in the records of Elmore County, Idaho; and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage and related loan documents 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 and related loan documents be and the same are hereby modified as follows:

1. Grantor hereby authorizes Lender, without obtaining the signature of Grantor, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. The aggregate principal sum set forth in paragraph 2 on page 1 of the Mortgage is hereby increased from \$9,000,000.00 to \$11,800,000.00.
3. The second sentence of paragraph 4 on page 1 of the Mortgage is hereby amended and restated as follows: "The Hedging Obligations are not guaranteed by Guarantor (the Credit Agreement, the Guaranty, and the Hedging Agreements are herein sometimes individually and collectively referred to as the "Debt Instrument")."



4. The "Property" and "Land" as defined and referenced in the fifth paragraph beginning on page 1 and extending onto page 2 of the Mortgage is hereby amended to include, in addition to the real property previously described and forming a part thereof, the additional real property described on Exhibit "A" hereto and made a part hereof by reference. The "Property", "Improvements", "Easements" and "Water Rights" as defined and referenced in the fifth paragraph beginning on page 1 and extending onto page 2 of the Mortgage is hereby amended to include, in addition to the additional property previously described and forming a part thereof, the additional property described on Exhibit "B" hereto and made a part hereof by reference. Exhibit "A" to the Mortgage describing the "Land" is hereby amended and restated to include, in addition to the real property previously described thereon, the additional real property described on Exhibit "A" attached hereto and made a part hereof by reference. Exhibit "B" to the Mortgage describing the "Additional Property" is hereby amended and restated to include, in addition to the additional property previously described thereon, the additional property described on Exhibit "B" attached hereto and made a part hereof by reference. Moreover, the lien of the Mortgage, as amended, is hereby spread so as to cover and include the additional Land and Additional Property described in Exhibits "A" and "B" (the "Loan 3 Property"), and additional Grantor DeGroot Family Farms, LLC, by these presents does hereby grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant, and confirm unto the Lender all of such Grantor's right, title, and interest in and to the Property as amended hereby. It is further the intention of the parties hereto that the Mortgage, as amended hereby, shall be construed as a single instrument and the rights and duties of the parties shall be the same as if such additional Land and Additional Property had originally been included in the Mortgage.
5. The "Secured Obligations", "Note", and "Secured Obligation Documents" as defined and referenced in Section 1. Secured Obligations of the Mortgage are hereby amended to include, in addition to such other obligations previously included thereunder, the Real Estate Term Loan 2014 Note dated May 1, 2014, from Grantor to Lender in the original principal amount of \$2,800,000.00, together with all extensions, renewals, modifications, substitutions and amendments thereof.
6. The "Maximum Amount Secured" as defined and referenced in Section 2. Future Secured Obligations is hereby increased from \$9,880,810.00 to \$12,758,875.00, plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest.
7. The note maturity date set forth in Section 3. Note Maturity Date is hereby extended from July 31, 2027 to August 1, 2032.
8. Grantor, DeGroot Family Farms, LLC, hereby assumes and agrees to pay and perform the obligations, covenants, and requirements of each of the Loan Obligations (as defined in the Amended and Restated Credit Agreement between Grantor and Lender of even date herewith) and the Note and other Secured Obligations and Secured Obligation Documents (other than Hedging Obligations) and such other related documents and instruments.
9. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Agreement; (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.
10. 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, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.

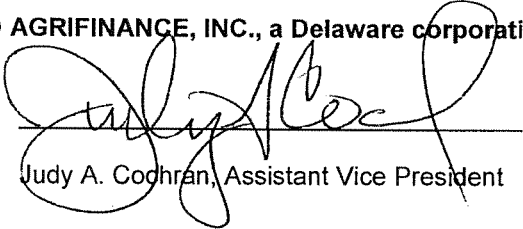
11. Grantor agrees that the terms of the Credit Agreement (as defined in the Mortgage) has been amended by Grantor and Lender pursuant to the Amended and Restated Credit Agreement between such parties of even date herewith.
12. All of the provisions of the Note and Mortgage and related loan documents 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 and related loan documents 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 Agreement to be duly executed as of the day and year first above written.

LENDER

RABO AGRIFINANCE, INC., a Delaware corporation

By: _____


Judy A. Cochran, Assistant Vice President

GRANTOR/BORROWER/GUARANTOR/ASSUMPTOR

SUNVIEW DAIRY, L.L.C., an Idaho limited liability company

By: _____

EDWARD BILL DEGROOT
General Manager

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, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.

11. Grantor agrees that the terms of the Credit Agreement (as defined in the Mortgage) has been amended by Grantor and Lender pursuant to the Amended and Restated Credit Agreement between such parties of even date herewith.
12. All of the provisions of the Note and Mortgage and related loan documents 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 and related loan documents 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 Agreement to be duly executed as of the day and year first above written.

LENDER

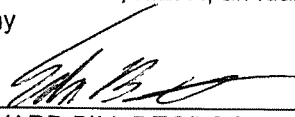
RABO AGRIFINANCE, INC., a Delaware corporation

By: _____

Judy A. Cochran, Assistant Vice President

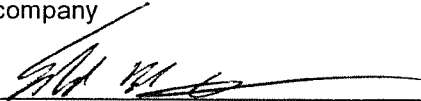
GRANTOR/BORROWER/GUARANTOR/ASSUMPTOR

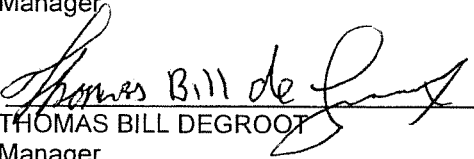
SUNVIEW DAIRY, L.L.C., an Idaho limited liability company

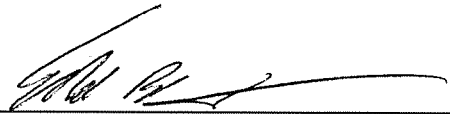
By:  - member _____

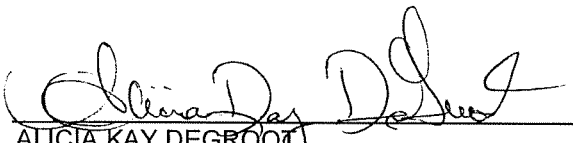
EDWARD BILL DEGROOT
General Manager

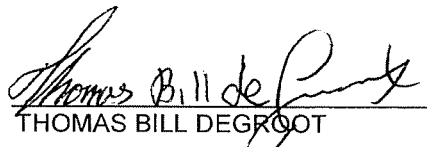
DEGROOT FAMILY FARMS, LLC, an Idaho limited liability company

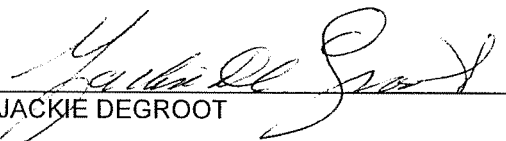
By:  member
EDWARD BILL DEGROOT
Manager

By:  member
THOMAS BILL DEGROOT
Manager


EDWARD BILL DEGROOT


ALICIA KAY DEGROOT

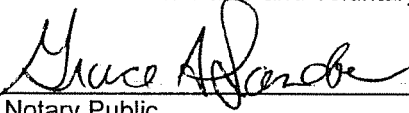

THOMAS BILL DEGROOT


JACKIE DEGROOT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, Grace A. Sandow, a notary public in and for said county and state, do hereby certify that on this 1st day of May, 2014, personally appeared before me the within named Judy A. Cochran, Assistant Vice President of Rabo Agrifinance, Inc., a Delaware corporation, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

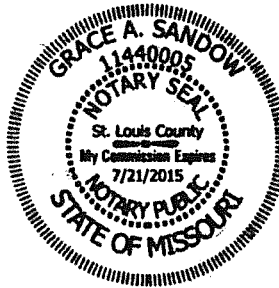
(SEAL)



Notary Public

My commission expires:

7/21/15



STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for said county and state, do hereby certify that on this _____ day of May, 2014, personally appeared before me the within named Edward Bill DeGroot, General Manager of Sunview Dairy, L.L.C., to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, Grace A. Sandow, a notary public in and for said county and state, do hereby certify that on this _____ day of May, 2014, personally appeared before me the within named Judy A. Cochran, Assistant Vice President of Rabo Agrifinance, Inc., a Delaware corporation, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Notary Public

My commission expires:

STATE OF IDAHO)
) SS.
COUNTY OF ELMORE)

I, Sherry A. Raymond, a notary public in and for said county and state, do hereby certify that on this 15th day of May, 2014, personally appeared before me the within named Edward Bill DeGroot, General Manager of Sunview Dairy, L.L.C., to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Sherry A. Raymond

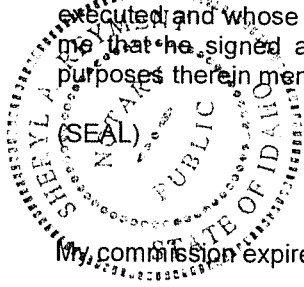
Notary Public

My commission expires: 1-6-18

EAD JD TR JDG

STATE OF IDAHO)
) SS.
COUNTY OF ELMORE)

I, Sheryl A Reymont, a notary public in and for said county and state, do hereby certify that on this 15th day of May, 2014, personally appeared before me the within named Edward Bill DeGroot, Manager of DeGroot Family Farms, LLC, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Sheryl A Reymont
Notary Public

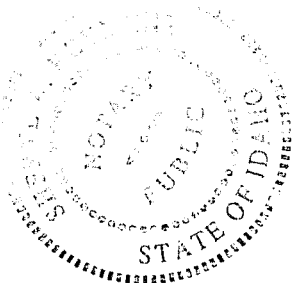
STATE OF IDAHO)
) SS.
COUNTY OF ELMORE)

I, Sheryl A Reymont, a notary public in and for said county and state, do hereby certify that on this 16th day of May, 2014, personally appeared before me the within named Thomas Bill DeGroot, Manager of DeGroot Family Farms, LLC, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Sheryl A Reymont
Notary Public

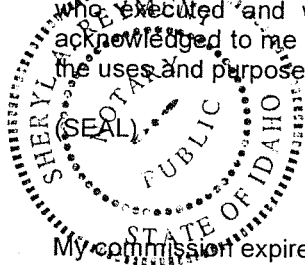
My commission expires: 1-6-18



Initials EBD JD TG JDG

STATE OF IDAHO)
) SS.
COUNTY OF ELMORE)

I, Sheryl A Rayment, a notary public in and for said county and state, do hereby certify that on this 15th day of May, 2014, personally appeared before me the within named Edward Bill DeGroot and Alicia Kay DeGroot, husband and wife, to me known to be the individuals described in and who executed and whose names are subscribed to the within and foregoing instrument, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Sheryl A Rayment
Notary Public

My commission expires: 1-6-18

STATE OF IDAHO)
) SS.
COUNTY OF ELMORE)

I, Sheryl A Rayment, a notary public in and for said county and state, do hereby certify that on this 19th day of May, 2014, personally appeared before me the within named Thomas Bill DeGroot and Jackie DeGroot, husband and wife, to me known to be the individuals described in and who executed and whose names are subscribed to the within and foregoing instrument, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Sheryl A Rayment
Notary Public

My commission expires: 1-6-18

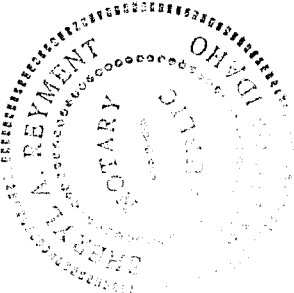


EXHIBIT "A" (Land)

TRACT - I

Township 4 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 36: S1/2 and N1/2

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:

Section 6: SE1/4,
U.S. Government Lots 6 and 7
NE1/4SW1/4
SE1/4SW1/4

Section 7: NE1/4

Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 12: NE1/4

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 7: E1/2NW1/4

TRACT - II

Parcel 1:

A parcel of land situated in the North Half of Section 8, Township 5 South, Range 6 East of the Boise Meridian, Elmore County, Idaho, described as follows:

Beginning at the East Quarter corner of Section 8, Township 5 South, Range 6 East, of the Boise Meridian; thence along the South line of the Northeast Quarter of said Section 8, North 89°58'00" West a distance of 276.42 feet; Thence leaving said South line, North 14°54'35" West a distance of 232.88 feet; Thence North 89°58'00" West a distance of 453.98 feet; Thence South 00°01'14" West a distance of 225.00 feet to a point on said South line; Thence along the South line of the Northeast and Northwest Quarter of said Section 8, North 89°58'00" West a distance of 4,545.18 feet to the West Quarter corner of said Section 8; Thence along the West line of the Northwest Quarter of said Section 8, North 00°14'44" West a distance of 2,667.93 feet to the Section corner common to Sections 5, 6, 7 and 8; Thence along the North line of said Section 8, South 89°54'00" East a distance of 5,347.99 feet to the Section corner common to Sections 4, 5, 8 and 9; Thence along the East line of the Northeast Quarter of said Section 8, South 00°01'14" West a distance of 2,661.70 feet to the Point of Beginning.

SAVE AND EXCEPT THE FOLLOWING PARCEL OF LAND:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Section 8: SW1/4SE1/4SE1/4NE1/4

Parcel 2:
Subject to:

Irrigation Easement as follows:

A 20' wide strip of land centered on an existing irrigation pipe and being 10 feet on each side of the described centerline within Sections 6, and 7, Township 5 South, Range 6 East of the Boise Meridian, Elmore County, Idaho, described as follows:

Commencing at the West Quarter corner of Section 8, Township 5 South, Range 6 East, of the Boise Meridian; thence along the West line of said Section 8, North 00°14'44" West a distance of 1333.96 feet to the True Point of Beginning of said centerline, Thence North 25°58'24" West a distance of 3028.08 feet along said centerline of herein described easement; Thence South 89°29'55" West a distance of 160.57 feet along said centerline to the Point of Terminus.

The sidelines of said 20.00 foot wide strip of land shall be lengthened or shortened to end at a point perpendicular to the point of terminus and lengthened or shortened to end at a point on the West line of said Section 8.

TRACT - III

Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 5: U.S. Government Lots 1 and 2 and S1/2NE1/4

EXHIBIT "B"
(Supplemental Additional Property)

Water Right Numbers: 61-7060; 61-2220; 61-2186; 61-11963; 61-7312; 61-7208; 61-7276; and 61-7222