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MAR 10 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

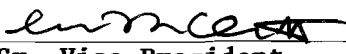
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 36-8349 and 36-13764
Adjudication Claim No(s): _____
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.
One CityPlace Drive Suite 200
St. Louis, MO 63141
4. Name of Water Right Owner/Claimant(s) Sun Valley Potato Growers, Inc.
5. Expiration Date of Notification Period July 1, 2020
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) 
(and title if applicable) Sr. Vice President

For Office Use Only

Received by Cole
Received by Wahern
Processed by _____ AJ

Date 3/10/10
Date 3/5/10
Date _____

Fee 50.00
Receipt No. W 038173
WR _____ Date _____

SUPPORT DATA

IN FILE # 36-8349

01-02-09

L:\NEW_LOAN\CLOS_DOC\ID_WATER RIGHT INTEREST NOTICE.DOC

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-8349

Current Owner: SUN VALLEY POTATOES INC

Priority Date: 7/20/1988

Origin: Water Right

Status: Active

Basis: License

Source

Tributary

GROUND WATER

Beneficial Use	From	To	Diversion Rate	Annual Volume
COMMERCIAL	1/01	12/31	0.29 CFS	52.5 AF
	Total Diversion		0.29 CFS	52.5 AF

Location of Point(s) of Diversion

GROUND WATER

SW1/4SW1/4

Sec. 26, Twp 09S, Rge 23E B.M.

MINIDOKA County

Place of Use

COMMERCIAL Within MINIDOKA County

T09S R23E S26

SWSW

Conditions of Approval:

1. 09C Return flow if discharged to a subsurface system must be authorized by a separate injection well permit, and return flow if discharged to a surface water system shall meet Idaho Water Quality Standards.
2. Commercial use is for a potato processing plant.

Licensed Date: 11/2/1994

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-13764

Current Owner: SUN VALLEY POTATOES INC
Priority Date: 10/15/1962
Origin: Water Right
Status: Active
Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From	To	Diversion Rate	Annual Volume
DOMESTIC	9/15 to	6/15	0.04 CFS	
	Total Diversion		0.04 CFS	

Location of Point(s) of Diversion

GROUND WATER
MINIDOKA County

NW1/4SW1/4SW1/4 Sec. 27, Twp 09S, Rge 23E B.M.

Place of Use

DOMESTIC Within MINIDOKA County

T09S R23E S27 SWSW

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N06 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 2,500 GALLONS PER DAY.
3. PARCEL NO. RP09S23E276180 POTATO CELLAR HUMIDIFIER, ETC.

Decreed Date: 12/13/1996

Instrument # 506510
MINIDOKA COUNTY, RUPERT, IDAHO
2-19-2010 01:16:27 No. of Pages: 8
Recorded for : RUPERT LAND TITLE
DUANE SMITH Fee: 24.00
Ex-Officio Recorder Deputy K. Watson

RECORDED AT REQUEST OF:

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
10100 TRINITY PARKWAY
SUITE 400
STOCKTON, CA 95219

22076.1

Loan 10021700
Loan 41286300

MODIFICATION AGREEMENT

THIS AGREEMENT is made as of this 19th day of JANUARY, 2010 between RABO AGRIFINANCE, INC., a DELAWARE corporation located and having its principal office at ONE CITYPLACE DRIVE, SUITE 200 ST. LOUIS, MISSOURI 63141 ("Lender"), and SUN VALLEY POTATO GROWERS, INC., an Idaho Cooperative, whose chief executive office or principal residence is 100 SOUTH 375 WEST, PAUL, IDAHO 83347 (whether one or more, "Mortgagor").

WITNESSETH:

WHEREAS, Lender is the holder of a note dated June 3, 2008 for ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 Dollars (\$1,800,000.00) ("Note 1") made by SUN VALLEY POTATO GROWERS, INC., an Idaho corporation (whether one or more, "Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") of even date therewith executed by Mortgagor to Lender and recorded as Instrument No. 497289 in the records of MINIDOKA COUNTY, IDAHO. Upon the Note there is unpaid the sum of \$1,620,000.00 with interest on the interest bearing sum of \$1,620,000.00 from December 1, 2009, at the rate of 6.60% per centum per annum; and

WHEREAS, the Mortgagor is justly indebted to Lender in the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00) with interest, all as set forth in Mortgagor's certain Revolving Line of Credit Promissory Note ("Note 2") of even date herewith maturing JULY 1, 2020.

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned in part so that Note 2 is also secured by the Mortgage.

WHEREAS, Notes 1 and 2 are hereinafter collectively referred to as the Notes.

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 Mortgage be and the same is hereby modified as follows:

1. Mortgagor and Borrower hereby authorize Lender, without obtaining the signature of Mortgagor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Mortgagor and Borrower represent and warrant that (a) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Agreement; (b) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Mortgagor's exact legal name is as set forth in the first paragraph of this Agreement.
3. Cross Default. The following paragraph is hereby added to Note 1 as follows:

"This Note shall be and is hereby cross-defaulted with the following Note:

(the "10021700 Note") received from Maker:

Promissory Note dated January 19, 2010 to Lender, in the original principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00), as the same may be modified from time to time.

Any default in the performance of the terms and conditions of the 10021700 Note shall constitute a default in the performance of the terms and conditions of this Note. In the event of any default in the payment and performance of the terms and provisions of the 10021700 Note, Holder shall be entitled to exercise any and all default remedies set forth herein and/or in any of the documents securing this Note arising from any default in the performance of the terms and conditions of this Note."

4. The parties desire that the Mortgage be amended so that it also secures Note 2. Therefore, the paragraph of the Mortgage beginning with "NOW, THEREFORE, THIS MORTGAGE WITNESSETH" is hereby amended so that the section which states "[] The following additional new or existing Promissory Notes:" shall hereafter read:
5. "[x] The following additional new or existing Promissory Notes:
 - Note dated January 19, 2010 in the stated principal amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00)."
6. The Mortgage is hereby amended to add the following provision as the third paragraph of the Mortgage:

"NON-REVOLVING CONSTRUCTION LINE OF CREDIT. Specifically, in addition to the amount specified in the immediately preceding paragraph, and without limitation, this Mortgage secures a non-revolving line of credit under which, upon request by Mortgagor, Collateral Agent or Mortgagee, prior to the maturity date of this Mortgage, may make future advances to Mortgagor. Such future advances, together with interest thereon, are secured by this Mortgage in accordance with Idaho Code Section 45-108

as amended. "

7. The Mortgage is hereby amended to add the following provision immediately prior to the provision entitled "TO HAVE AND TO HOLD":

FUTURE ADVANCES. With respect to the non-revolving construction line of credit in the amount of \$1,300,000.00, a certain amount has been withheld by the Mortgagee at the time of closing for future disbursement (hereinafter called "Future Advance(s)"). Future Advances shall be made only upon compliance with the following conditions at the time of each Future Advance: (a) The Mortgagor shall be the Owner of the premises described in this Mortgage; (b) There shall be no uncured default in this Mortgage nor in the Note which it secures; (c) Each Future Advance shall be secured by this Mortgage and shall constitute a valid first lien on the Property, as evidenced by such title searches, abstract continuations, title policy endorsements or other evidence of title as the Mortgagee may require; (d) All expenses of title searches, abstract continuations, opinions of title and title policy endorsements required by the Mortgagee shall be paid by the Mortgagor; (e) The Mortgagor shall not be affected by any insolvency proceedings nor shall the mortgagor have made an assignment for the benefit of creditors; (f) The Mortgagee shall not be obliged to make any Future Advance(s) subsequent to July 1, 2010; and (g) Not less than thirty days' written notice shall have been given to the Mortgagee prior to the intended date of each Future Advance.

8. Exhibit "B" of the Mortgage is hereby replaced with Exhibit "B" attached hereto and incorporated herein by this reference.
9. Mortgagor's submission of any report, record or other information pertaining to Mortgagor'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 Mortgagor that such report, record or information is complete and accurate in all material respects as to Mortgagor's or any such subsidiary's (and, if applicable, any of Mortgagor'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.
10. All of the provisions of the Notes and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Mortgagor is vested with the fee simple title to the premises covered by the Mortgage. And the said Mortgagor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

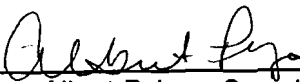
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RABO AGRIFINANCE, INC.,
a Delaware corporation

By: 
Neil R. Hamilton,
Regional Vice President

SUN VALLEY POTATO GROWERS, INC.,
An Idaho cooperative corporation

By: 
Brian Jones, President

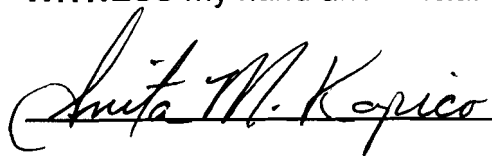
By: 
Albert Pelayo, Secretary

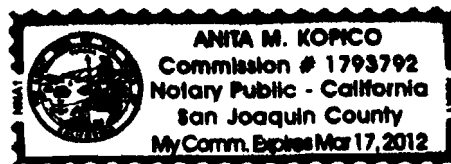
STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN)

On February 18, 2010 before me, Anita M. Kopico, a Notary Public in and for the State of California, personally appeared Neil R. Hamilton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

_____



My commission expires: March 17, 2012

(SEAL)

(IDAHO CORPORATE ACKNOWLEDGMENT)

STATE OF IDAHO

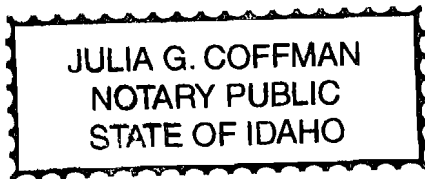
COUNTY OF

Minidoka) SS:

On this 18th day of February, 2014, personally appeared Brian Jones & Albert Pelayo known to me to be the President & Secretary of Dun Valley Potato Growers, Inc. corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Julia G. Coffman
Notary Public for Idaho
Residing at Superior, Idaho
My commission expires 6-20-2014

Exhibit "B"

Personal Property

Water Rights.

All water rights represented by Permit or License No. 36-8349 and Decree No. 36-13764 issued by the Idaho Department of Water Resources.

U9101Q RVSD 09-3-08
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