

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED  
MAY 13 2024  
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. |
|--------------------------|-----------------------|-----------------------|-----------------------|
| 36-8224                  |                       |                       |                       |
|                          |                       |                       |                       |
|                          |                       |                       |                       |
|                          |                       |                       |                       |
|                          |                       |                       |                       |

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

MetLife Real Estate Lending LLC

c/o MetLife Investment Management, LLC

205 East River Park Circle, Suite 430

Fresno, CA 93720

Phone 559-435-0206

Email

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

Crossbred Dairy

5. Expiration Date of Notification Period

December 25, 2041

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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

MetLife Real Estate Lending LLC,

a Delaware limited liability company

By: ~~MetLife Investment Management, LLC,~~  
its investment manager

Title, if applicable

By:

Name: Ramiro Telles

Title: Authorized Signatory and Director

### For Office Use Only

Received by sg

Date 5/13/2024

Receipt No. SO40220

Fee \$25-

Processed by AJ

Date

WR DM

Date 7/23/2024

Recording requested by and  
after recording return to:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, WA 98101-4109  
Attn: Virginia M. Pedreira

Loan Nos. 199463 and 202272

23479806

*(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)*

**CONSENT TO TRANSFER, MORTGAGE MODIFICATION AND LOAN ASSUMPTION  
AGREEMENT**

This CONSENT TO TRANSFER, MORTGAGE MODIFICATION AND LOAN ASSUMPTION AGREEMENT (this "Agreement") is made to be effective as of April 25, 2024 (the "Effective Date"), by **DAVID VEENHOUWER** and **TOBIE VEENHOUWER**, husband and wife, **DAVID LEE VEENHOUWER, JR.** and **MELISSA VEENHOUWER**, husband and wife, **VEENHOUWER FAMILY FARMS, LLC**, an Idaho limited liability company, and **VEENHOUWER FAMILY DAIRY, LLC**, an Idaho limited liability company (collectively, the "**Original Borrower**"); **CROSSBRED DAIRY**, an Idaho general partnership ("**Assuming Borrower**"); and **METLIFE REAL ESTATE LENDING LLC**, a Delaware limited liability company ("**Lender**").

**RECITALS**

A. Lender has previously made the following loans to Original Borrower: (i) loan no. 199463 ("**Loan 199463**") in the original principal amount of \_\_\_\_\_, as evidenced by that certain Promissory Note dated March 24, 2018 made by the Original Borrower to the order of Lender in such amount (the "**199463 Note**"); and (ii) Loan No. 202272 ("**Loan 202272**") in the original principal amount of \_\_\_\_\_, as evidenced by that certain Promissory Note dated as of February 4, 2022 made by the Original Borrower to the order of Lender in such amount (the "**202272 Note**"). Loan 199463 and Loan 202272 are collectively referred to herein as the "**Loans**." The 199463 Note and the 201866 Note are collectively referred to herein as the "**Notes**."

B. The Notes are secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated May 24, 2018 made by Original Borrower to Lender, recorded in the Official Records of Jerome County, Idaho on May 25, 2018 as Instrument No. 2182124, as amended by that certain First Amendment to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated February 4, 2022, recorded in the Official Records of Jerome County, Idaho on February 4, 2022 as Instrument No. 2220555 (collectively, the "**Mortgage**") encumbering certain real property located in said

county and state as more particularly described therein (the “**Real Property**”). Capitalized terms used but not defined herein shall have the meanings given in the Mortgage.

C. The Loan is also supported by (i) those certain Unsecured Environmental Indemnity Agreements dated as of May 24, 2018, and February 4, 2022, executed by the Original Borrower for the benefit of Lender (collectively the “**Environmental Indemnity**”); (ii) that certain Pledge Agreement dated as of May 24, 2018 (the “**Pledge Agreement**”); and (iii) that certain Loan Agreement dated as of May 24, 2018, as amended by the First Amendment to Loan Agreement dated February 4, 2022 (the “**Loan Agreement**”).

D. The Original Borrower has requested that Lender consent to (i) the release from the Mortgage of a portion of the Real Property identified on Exhibit A attached hereto (including any interest held in the water infrastructure, fixtures, crop proceeds, water rights, growing crops, equipment and related personal property located on or used in connection with the such Real Property) (the “**Release Property**”); (ii) the transfer to Assuming Borrower of the portion of the Real Property identified on Exhibit B attached hereto (the “**Transfer Property**”) (including any interest held in the water infrastructure, fixtures, crop proceeds, water rights, growing crops, equipment and related personal property located on or used in connection with the Real Property) (the “**Transfer**”), and (ii) the assumption of all obligations under the Notes, the Mortgage, the Environmental Indemnity, the Pledge Agreement and all other documents evidencing the Loans by the Assuming Borrower, jointly and severally with Original Borrower (the “**Assumption**”).

E. The Lender has agreed to provide its consent to the Release, the Transfer and the Assumption as more particularly provided herein.

### **AGREEMENTS**

NOW THEREFORE, for good and valuation consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the consent by Lender to the Release, the Transfer and the Assumption, the parties do hereby agree as follows:

1. **Confirmation of Loan.** The Notes, the Mortgage, the Loan Agreement, the Pledge Agreement and the other loan documents executed in connection with the Loans (the “**Loan Documents**”) and the Environmental Indemnity are hereby confirmed by the Original Borrower as being valid, in full force and effect, and each Original Borrower acknowledges that (a) there are no defenses or offsets to any of their respective obligations thereunder, and (b) Lender has performed all of its obligations under the Loan Documents, if any, to this date. The Loans are fully disbursed, and Lender has no obligation to advance any further amounts thereunder.

2. **Release of Property.** By separate release of Mortgage delivered by Lender, Lender has agreed to release the Release Property from the lien of the Mortgage and the effect of the Loan Documents, including without limitation the shares of water stock more particularly described on Exhibit A attached hereto. Following the Effective Date, all references to the “**Real Property**” and the “**Property**” set forth in the Mortgage and the other Loan Documents shall exclude the Release Property.

The Assuming Borrower expressly acknowledges and consents to the release of the Release Property and the related potential impact on the loan-to-value ratio of the Loans and the remaining Property.

3. Consent to Transfer and Assumption. Subject to the conditions contained herein, Lender hereby consents to the Transfer and the Assumption. As of the Effective Date, all references in the Notes, the Mortgage, the Loan Agreement and other Loan Documents to "Borrower" and "Mortgagor" shall include Crossbred Dairy, an Idaho general partnership, in addition to the other parties identified as Borrower and Mortgagor therein.

4. Assumption of Loan. Assuming Borrower hereby assumes, jointly and severally with Original Borrower, and agrees to perform all past, current and future obligations arising under the Loans, the Notes, the Mortgage, the Loan Agreement, the Pledge Agreement and the other Loan Documents as and when due, and all as amended by this Agreement and the other documents to be delivered pursuant hereto. Assuming Borrower agrees with Lender that this assumption specifically includes, without limitation, all of the Original Borrower's covenants and indemnities regarding the Property, including, without limitation, all claims and demands asserted by the Lender that relate to any condition of the Property, regardless of when such condition first failed to comply with the Mortgage, as well as the obligation to repay the balance of the Loans.

5. No Release of Original Borrower. Original Borrower shall not be released from any liability under the Notes and the other Loan Documents, and shall remain jointly and severally liable with Assuming Borrower for the payment and performance of the Loans. Lender expressly does not waive any prior Defaults (known or unknown) under the Loan Documents. Lender does not release or waive any right it may have under the Environmental Indemnity, all of which obligations are reaffirmed by Original Borrower.

6. Environmental Indemnity. Assuming Borrower shall execute and deliver to the Lender an Unsecured Environmental Indemnity Agreement in substantially the form of the Environmental Indemnity, with respect to the Real Property (the "**Assumption Environmental Indemnity**"). The Assumption Environmental Indemnity shall not be secured by the lien of the Mortgage, and all references in the Mortgage to the Environmental Indemnity shall mean the Environmental Indemnity and the Assumption Environmental Indemnity.

7. Release of Lender. As part of the consideration for this Agreement, each Original Borrower hereby acknowledges that he or she has no claims against Lender in connection with the Loan or the Release, the Transfer and the Assumption and each hereby releases Lender from, and covenants not to bring any suit against Lender for, any such claim based on any facts existing on and prior to the closing date. Said releasing parties acknowledge that this release extends to known and unknown claims. Such parties acknowledge and agree that they understand the meaning and the effect of Section 1542 of California Civil Code which provides:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Such parties hereby respectively agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses, claims, causes of action, contracts, liabilities, indebtedness or obligations which are hereby released in favor of the other and each party releases and waives all rights and benefits that they might otherwise have had under the aforementioned Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness and obligations based on any facts existing prior to the Effective Date.

8. Representations and Warranties of Assuming Borrower. As of the Effective Date, Assuming Borrower hereby represents and warrants to the Lender that:

(a) Solvency. Assuming Borrower is not insolvent as of the date of this Agreement. Assuming Borrower will not become insolvent as a result of the obligations incurred and transfers made in connection with the Transfer and Assumption as provided herein. Assuming Borrower is not, or is not about to be, engaged in a business or transaction for which Assuming Borrower will have an unreasonably small amount of capital after the closing of the Transfer and Assumption. Assuming Borrower has not incurred, or does not contemplate incurring, debts beyond Assuming Borrower's ability to pay as such debts become due.

(b) Authority. The execution, delivery and performance of this Agreement and any and all other Loan Documents or other documents executed and/or delivered in connection herewith have been duly authorized by the Assuming Borrower and each of its general partners.

(c) No Default. No default or event of default under the Mortgage has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default under the Mortgage.

(d) Representations and Warranties. All of the warranties and representations contained in the Mortgage are true, correct, complete and accurate on the date of this Agreement, except as may be amended or changed due to this Agreement.

9. Representations and Warranties of Original Borrower. As of the Effective Date, Original Borrower hereby represents and warrants to the Lender that:

(a) Solvency. None of the Original Borrower is insolvent as of the date of this Agreement. No Original Borrower will become insolvent as a result of the obligations incurred and transfers made in connection with the Transfer and Assumption as provided herein. No Original Borrower is, or is about to be, engaged in a business or transaction for which Original Borrower will have an unreasonably small amount of capital after the closing of the Transfer and Assumption. No. Original Borrower has incurred, or does not contemplate incurring, debts beyond such Original Borrower's ability to pay as such debts become due.

(b) Authority. The execution, delivery and performance of this Agreement and any and all other Loan Documents or other documents executed and/or delivered in connection herewith have been duly authorized by the Original Borrower and each of its members.

(c) No Default. No default or event of default under the Mortgage has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default under the Mortgage.

(d) Representations and Warranties. All of the warranties and representations contained in the Mortgage are true, correct, complete and accurate on the date of this Agreement, except as may be amended or changed due to this Agreement.

10. Obligations Secured. The Mortgage shall continue to secure the entire principal and interest of the Notes, and the other obligations stated in the Mortgage as so secured. Assuming Borrower acknowledges that Assuming Borrower is acquiring or has acquired the interest in the Transfer Property subject to the Mortgage and hereby grants to the Lender as additional security for the Loan a security interest in any Personalty, as such term is defined in the Mortgage, and the proceeds thereof, which are or hereafter become located upon, derived from or used in connection with the Real Property and all replacements, accessions and additions thereto as described in the Mortgage. Said security interest and the Lender's rights with respect thereto shall be governed by the terms of the Mortgage, which for such purpose are incorporated herein by this reference, and shall be perfected by the filing by the Lender of an amendment to the existing Financing Statement, or at the Lender's election, a new financing statement in which the Assuming Borrower is identified as a debtor. Assuming Borrower's address is as set forth in Section 15 below.

11. Grant of Interest in Additional Collateral. Original Borrower and Assuming Borrower hereby grant, transfer and assign to Lender, as collateral for the Loan, all of their respective right, title and interest in and to the Water Rights identified in Exhibit B attached hereto, subject to the terms, covenants, representations and conditions of the Mortgage, as amended hereby. Original Borrower and Assuming Borrower hereby represent, warrant and certify to Lender that such Water Rights constitute all of the water rights appurtenant to or used in connection with the operation of the Property. In addition, Assuming Borrower hereby grants, transfers and assigns to Lender, as collateral for the Loan, subject to the terms of the Mortgage, the LCO Permit issued for the operation of the Property, as transferred to Assuming Borrower.

12. Expense Reimbursements. Assuming Borrower shall reimburse Lender, or shall cause Lender to be reimbursed, upon demand for all title premiums, title search charges, UCC search or filing fees, escrow fees, documentary stamps, intangible taxes, recording fees and other costs, expenses and reasonable attorneys' fees incurred by Lender in connection with this Agreement or the satisfaction of any of the closing conditions (the "**Expense Reimbursements**"), regardless of whether the Transfer or the Assumption contemplated by this Agreement are consummated. If the Transfer and the Assumption of the Loan does not close, all Expense Reimbursements shall be paid to Lender by the Assuming Borrower, the Original Borrower within ten (10) days of Lender's billing of such charges to the Assuming Borrower, the Original Borrower.

13. Conditions to Lender's Consent. The satisfaction of each of the following, in the Lender's sole and absolute discretion, as of the Effective Date, is a condition to the Lender's consent to the Transfer and Assumption:

- (a) Original Borrower shall reimburse Lender for all costs and expenses incurred by Lender in connection with the Release, the Transfer and Assumption including without limitation title insurances fees and premiums and attorneys' fees;
- (b) Each of the Notes shall be amended to adjust the respective interest rates accruing thereunder pursuant to the terms of a First Amendment to Promissory Note dated as of event date herewith, executed among Lender, Original Borrower and Assuming Borrower (the "Note Amendments");
- (c) Assuming Borrower shall have delivered to the Lender the original duly executed versions of this Agreement, the Note Amendments, the Assumption Environmental Indemnity, closing certificates and such additional documents as may be required by or necessary to consummate the terms of the Release, the Transfer and Assumption or as required by the Lender;
- (d) All parties shall have executed this Agreement in recordable form and authorized the closing of the Release, Transfer and Assumption in accordance with the terms of this Agreement;
- (e) The Loans shall be guaranteed by Rick Onaindia and Luis and Sharon Bettencourt pursuant to guaranty agreements executed for the benefit of Lender as of the Effective Date in form satisfactory to Lender;
- (f) The Assuming Borrower shall have provided to the Lender a commitment from Stewart Title Guaranty Company to issue modification endorsements to its ALTA Mortgagee's title insurance policy insuring the continued priority liens of the Mortgage, as amended hereby, in form and content acceptable to the Lender; and
- (g) The satisfaction of such other conditions and the delivery of such additional documentation as shall be required by Lender to consummate the terms of this Agreement and the Lender's consent to the Release, Transfer and Assumption as provided herein.

The Lender's release of this Agreement for recording shall constitute the Lender's confirmation of the satisfaction of the foregoing conditions.

14. Guarantor Waivers. As part of the consideration for this Agreement, to the extent that the Original Borrower or the Assuming Borrower, or any of them, is construed or deemed to constitute a guarantor or surety under the Loans, each of the Original Borrower and the Assuming Borrower hereby waives (a) all rights of subrogation, reimbursement, indemnification, guarantor defenses and contribution

and any other rights and defenses that are or may become available to any Original Borrower or the Assuming Borrower or its successors under applicable law in connection with the Release, the Transfer and Assumption, the Loans or the transactions related thereto, and (b) all rights and defenses with respect to its obligations under the Loan Documents or this Agreement by reason of any election of remedies by the Lender or its successors in interest, including without limitation Lender's election to pursue any or all of the Original Borrower or the Assuming Borrower in addition or in lieu of pursuing remedies against the Original Borrower the Assuming Borrower or the Property, or the order in which those remedies are pursued, and (c) all rights and defenses because the Loans are secured by real property. By executing this Agreement, and without impairing any other waiver herein, each of the Original Borrower and the Assuming Borrower acknowledges and agrees as follows:

- (a) The Lender may collect any sums due or becoming due under the Loan Documents and this Agreement, with respect to the Original Borrower or the Assuming Borrower without first foreclosing on any real or personal property collateral pledged as security for the Loans;
- (b) If the Lender forecloses on any real property collateral pledged or encumbered as security for the Loans:
  - (i) the outstanding amount of the Loans may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and
  - (ii) the Lender may collect from the Original Borrower or the Assuming Borrower, or any of them, even if the Lender, by foreclosing on the real property collateral, has destroyed any reimbursement or contribution right the Original Borrower or the Assuming Borrower may have from the other or any other party; and
- (c) The Original Borrower and the Assuming Borrower each waives all rights and defenses arising out of an election of remedies by the Lender, even though that election of remedies, such as a foreclosure has destroyed the Original Borrower's rights of subrogation and reimbursement against the Assuming Borrower or the Assuming Borrower's rights of subrogation and reimbursement against the Original Borrower by the operation of law or otherwise.

15. No Change in Priority. The Mortgage shall continue to secure the Loans and the obligations, with the same priority of lien as the lien perfected upon recording and filing the Mortgage. The execution and delivery of this Agreement shall not impair, reduce or subordinate, in whole or in part, the priority of the lien and security interest perfected upon recording and filing, as applicable, of the Mortgage.

16. Pari Passu Nature of Loans. The Loans shall share, and all be secured by the Mortgage and are cross-defaulted with each of the other Loans. As among the Loans, so long as there exists no Event of Default, nor any event which, but for the giving and receiving of notice, would become an Event

of Default, then (1) any voluntary unscheduled principal payments permitted under the terms of a Note shall be allocated to the applicable Loan as directed by the Original Borrower and the Assuming Borrower; and (2) any mandatory, unscheduled payment of principal shall be applied on a pro-rata basis to Loan(s) 199463 and 202272. In all other respects Loan 199463 and 202272 shall be pari-passu as to payment and lien priority.

17. Notices. The Mortgage and the other Loan Documents are hereby modified to provide that all requests, notices, approvals, consents, and other communications between the Parties (individually and collectively, "Notices") under the terms and conditions of the Loan Documents must be in writing and mailed or delivered to the address specified in that Loan Document, or to the address designated by any Party in a notice to the other Parties; and in the case of any other Person, to the address designated by that Person in a notice to Borrower and Lender. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid. Notices to the Assuming Borrower under the Mortgage and the other Loan Documents shall be provided to the address below, as of the Effective Date:

Crossbred Dairy  
2390 South 2300 East  
Wendell, Idaho 83355-3150

18. No Implied Modifications. Except as otherwise stated in this Agreement, nothing herein contained shall be considered as modifying, releasing, altering or affecting the Mortgage, the original priority of the Mortgage, or the rights, benefits, duties or obligations of the parties thereto.

19. Defined Terms. The following capitalized terms used in the Notes, the Mortgage and the other Loan Documents are hereby updated, as of the Effective Date, as follows:

- (a) "Borrower" shall mean Original Borrower and Assuming Borrower, jointly and severally.
- (b) "Grantor" as used in the Mortgage shall mean Assuming Borrower.
- (c) "Note" or "Notes" shall mean each of the Notes, as amended by the Note Amendments.
- (d) "Property" or "Real Property" shall exclude the Release Property as defined herein.
- (e) The Notes, the Mortgage, the Loan Agreement and the balance of the Loan Documents shall include this Agreement.

20. Integration. All rights, remedies, powers and interest provided for Lender herein are in addition to the rights, remedies, powers and interests provided for Lender in the Mortgage, the terms and provisions of which are incorporated herein by this reference and made a part hereof. If and to the extent

that any term or provision hereof is inconsistent with any term or provision of the Mortgage, the term or provision of this Agreement shall prevail.

21. Entire Agreement; Amendments. This Agreement and the Loan Documents contain the entire agreement between the Original Borrower, the Assuming Borrower and Lender with respect to the Release, the Transfer and Assumption, and all prior negotiations, commitments, understandings and agreements are superseded by this Agreement and the Mortgage. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement, the Loan Documents, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by Lender.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

23. Counterparts. This Agreement 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 Agreement may be attached to one copy to form one complete document. Each executed counterpart of this Agreement shall be deemed an original and may be recorded in any county in which any portion of the Real Property is located.

24. Consent Limited; No Waiver. The Lender's consent in this Agreement is limited to this transaction only, and this Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Loan Documents in any respect except as herein specifically set forth or as otherwise expressly agreed to by Lender in writing, including any conditions to or fees which may be imposed for any future transfer or conveyance of the Real Property or any interest in the Original Borrower or the Assuming Borrower. Neither the failure nor delay by Lender to exercise Lender's remedies nor the acceptance of any payments hereunder or any other partial performance (whether before or after the date of this Agreement) shall operate as a waiver thereof nor prohibit, restrict, or otherwise inhibit Lender from exercising any right or remedy Lender may have under the Loan Documents (except to the extent Lender has agreed to forbear under this Agreement) or constitute a cure of any existing Default. No single or partial exercise of any right, power, or privilege hereunder or under any of the Loan Documents precludes any other or further exercise thereof or the exercise of any other right, power, or privilege. Waivers shall be effective only if they are contained in a written notice; and no waiver shall be construed as a waiver of any subsequent breach of the same covenant, term or condition. At no time shall the prior or subsequent course of conduct by the Assuming Borrower, any Original Borrower or the Lender directly or indirectly limit, impair, or otherwise adversely affect any of Lender's rights or remedies in connection with this Agreement or the other Loan Documents. The Lender's failure to insist upon the strict performance of any of the terms, conditions or provisions of the Loan Documents shall not be deemed to be a waiver of such terms, conditions and provisions, and the Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any or all of such terms, conditions and provisions of the Loan Documents, as modified by this Agreement.

25. Attorneys' Fees. In the event Lender commences any proceedings or actions to enforce the provisions of this Agreement or the other Loan Documents, the court or body before which the same shall be tried may award to the prevailing party all costs and expenses thereof, including, but not limited

to, reasonable attorneys' fees, the usual and customary and lawfully recoverable court costs, and all other expenses in connection therewith, at trial or on appeal.

*(Signatures appear on the following pages)*

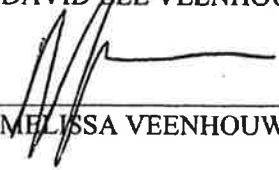
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**"ORIGINAL BORROWER"**

\_\_\_\_\_  
DAVID VEENHOUWER

\_\_\_\_\_  
TOBIE VEENHOUWER

  
\_\_\_\_\_  
DAVID LEE VEENHOUWER, JR.

  
\_\_\_\_\_  
MELISSA VEENHOUWER

VEENHOUWER FAMILY DAIRY, LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
DAVID VEENHOUWER,  
Managing Member

VEENHOUWER FAMILY FARMS, LLC,  
an Idaho limited liability company

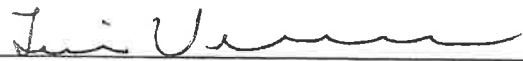
By: \_\_\_\_\_  
DAVID VEENHOUWER,  
Managing Member

Signature Page

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

**"ORIGINAL BORROWER"**

  
\_\_\_\_\_  
DAVID VEENHOUWER

  
\_\_\_\_\_  
TOBIE VEENHOUWER

\_\_\_\_\_  
DAVID LEE VEENHOUWER, JR.

\_\_\_\_\_  
MELISSA VEENHOUWER

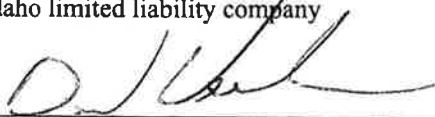
VEENHOUWER FAMILY DAIRY, LLC,  
an Idaho limited liability company

By:

  
\_\_\_\_\_  
DAVID VEENHOUWER,  
Managing Member

VEENHOUWER FAMILY FARMS, LLC,  
an Idaho limited liability company

By:

  
\_\_\_\_\_  
DAVID VEENHOUWER,  
Managing Member

Signature Page

STATE OF IDAHO )  
 )ss.  
COUNTY OF Jeome )

This record was acknowledged before me on April 25, 2024 by David Veenhouwer.



Laury Lamb  
Notary Public for Idaho  
Printed Name: Laury Lamb  
Commission Expires: 04-02-2028

STATE OF IDAHO )  
 )ss.  
COUNTY OF Jerome )

This record was acknowledged before me on April 25, 2024 by Tobie Veenhouwer.



Laury Lamb  
Notary Public for Idaho  
Printed Name: Laury Lamb  
Commission Expires: 04-02-2028

#### Acknowledgment Page

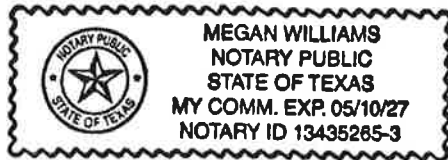
Consent to Transfer, Mortgage Modification  
Crossbred Dairy  
Loan No. 199463 & 202272  
122853827.1 0053564-00614

STATE OF ~~IDAHO~~ Texas )  
 )ss.  
COUNTY OF Comanche )

This record was acknowledged before me on April 25, 2024 by David Lee Veenhouwer, Jr.

Megan Williams  
Notary Public for ~~Idaho~~ Texas  
Printed Name: Megan Williams  
Commission Expires: 5-10-27

(Stamp)

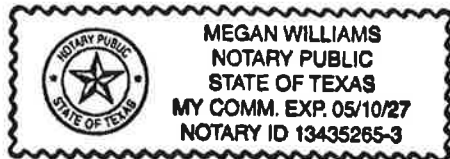


STATE OF ~~IDAHO~~ Texas )  
 )ss.  
COUNTY OF Comanche )

This record was acknowledged before me on April 25, 2024 by Melissa Veenhouwer.

Megan Williams  
Notary Public for ~~Idaho~~ Texas  
Printed Name: Megan Williams  
Commission Expires: 5-10-27

(Stamp)



#### Acknowledgment Page

Consent to Transfer, Mortgage Modification  
Crossbred Dairy  
Loan No. 199463 & 202272  
122853827.1 0053564-00614

State of Idaho, County of Jerome, ss.

On this 25 day of April 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared David Veenhouwer known or identified to me to be a Managing Member of Veenhouwer Family Dairy the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Laury Lamb

Notary Public for Idaho  
Residing In: Jerome, ID  
My Commission Expires: 04-02-2028  
(seal)



On this 25 day of April 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared David Veenhouwer known or identified to me to be a Managing Member of Veenhouwer Family Farm, LLC the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Laury Lamb

Notary Public for Idaho  
Residing In: Jerome, ID  
My Commission Expires: 04-02-2028  
(seal)



**"ASSUMING BORROWER"**

CROSSBRED DAIRY, an Idaho general partnership

By: Terceira, LLC, an Idaho limited  
liability company, Its Managing General  
Partner

By: 

Name: Luis M. Bettencourt

Title: Its Managing Member

By Onaindia Family, LLC, an Idaho  
limited liability company, Its Managing  
General Partner

By: 

Name: Rick Onaindia

Title: Its Managing Member

Signagure Page

STATE OF IDAHO )  
 )ss.  
COUNTY OF Jerome )

This record was acknowledged before me on April 25, 2024 by

Luis M. Bettencourt, the Managing Member of Terceira, LLC the Managing General Partner of Crossbred Dairy



Laury Lamb  
Notary Public for Idaho  
Printed Name: Laury Lamb  
Commission Expires: 04-02-2028

STATE OF IDAHO )  
 )ss.  
COUNTY OF Idaho )

This record was acknowledged before me on April 25, 2024 by

Rick Onaindia, Managing Member of Onaindia Family, LLC the Managing General Partner of Crossbred Dairy



Laury Lamb  
Notary Public for Idaho  
Printed Name: Laury Lamb  
Commission Expires: 04-02-2028

#### Acknowledgement Page

Consent to Transfer, Mortgage Modification  
Crossbred Dairy  
Loan No. 199463 & 202272  
122853827.1 0053564-00614

**LENDER:**

**METLIFE REAL ESTATE LENDING LLC**, a Delaware limited liability company

By: MetLife Investment Management, LLC,  
its investment manager

By:   
Name: Rainer Telles  
Its: Director and Authorized Signatory

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.

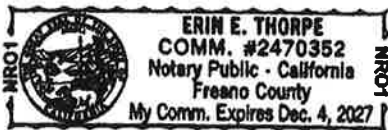
STATE OF CALIFORNIA )

COUNTY OF Fresno )

On April 24, 2024, before me, Erin E Thorpe, a Notary Public, personally appeared Rainer Telles, 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: Erin E Thorpe  
Notary Public in and for said  
County and State

Place Notary Seal Above

**Signature & Acknowledgment Page**

Consent to Transfer, Mortgage Modification  
Crossbred Dairy  
Loan No. 199463 & 202272  
122853827.1 0053564-00614

**EXHIBIT A**

**Legal Description of Release Property**

**PARCEL NO. 1:**

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 35: E½NE¼ and all that portion of the SW¼NE¼ lying South and below the North Side Canal Company's "L" Canal

Section 36: N½NW¼ and SW¼NW¼

Excepting therefrom

Beginning at the Northwest corner of said Section 36;  
Thence South 0°04'26" West along the West Section line of said Section a distance of 2643.20 feet to the West Quarter corner of said Section and being the TRUE POINT OF BEGINNING;  
Thence South 89°47'36" East along the South boundary of the SW¼NW¼ a distance of 428.46 feet;  
Thence North 0°04'26" East a distance of 152.50 feet;  
Thence North 89°47'36" West and being parallel to the South boundary of the SW¼NW¼ a distance of 428.46 feet to a point on the West boundary of Section 36;  
Thence South 0°04'26" West along said Section line a distance of 152.50 feet to the West Quarter corner of Section 36 and being the TRUE POINT OF BEGINNING.

**Water Stock to be Released**

| North Side Canal Company Certificate Number | Shares | Owner                        |
|---------------------------------------------|--------|------------------------------|
| 26589                                       | 120.00 | Veenhouwer Family Farms, LLC |
| 26588                                       | 113.84 | Veenhouwer Family Farms, LLC |

Exhibit A-1

Consent to Transfer, Mortgage Modification  
Crossbred Dairy  
Loan No. 199463 & 202272  
122853827.1 0053564-00614

**EXHIBIT B**

**Legal Description of Transfer Property**

**PARCEL NO. 1:**

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 34: S½NW¼; N½SW¼;

**PARCEL NO. 2:**

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 33: NE¼, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast corner of said Section 33;  
Thence Westerly along the Northerly boundary of said NE¼NE¼, North  
89°35'17" West, 424.85 feet to the center of a drainage ditch;  
Thence Southerly along the center of said drainage ditch, the following courses  
and distances:  
Thence South 06°32'11" West 163.90 feet;  
Thence South 32°59'40" East, 679.14 feet;  
Thence South 11°31'23" East, 376.38 feet to the Easterly boundary of said  
NE¼NE¼;  
Thence Northerly along the Easterly boundary of said NE¼NE¼ North 00°04'42"  
West, 1098.18 feet to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM a parcel of land in fee for a County Road right of  
way as set forth in Warranty Deed recorded August 7, 2008 as Instrument Number  
2084328, Jerome County records, being part of an entire tract of property, situate in the  
NE¼NE¼ of Section 33, Township 8 South, Range 16 East of the Boise Meridian,  
Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract which point is 424.85 feet  
North 89°13'03" West along the section line from the Northeast corner of  
said Section 33;  
Thence South 6°54'25" West, 51.54 feet along the Easterly boundary line of said  
entire tract to a point 50.00 feet perpendicularly distant Southerly from the

Exhibit B-1

center line of Bob Barton Road, Project No. STP-2765(100), opposite approximate Engineers Station 201+32.38;  
Thence North 87°16'23" West, 467.65 feet;  
Thence North 0°45'58" East, 35.38 feet to the Northerly boundary line of said entire tract and Northerly section line of said Section 33;  
Thence South 89°13'03" East, 472.89 feet along said boundary line and section line to THE POINT OF BEGINNING.

**PARCEL NO. 3:**

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 33: That part of the NE¼NE¼, described as follows:

Beginning at the Northeast corner of said Section 33;  
Thence Westerly along the Northerly boundary of said NE¼NE¼, North 89°35'17" West, 424.85 feet to the center of a drainage ditch;  
Thence Southerly along the center of said drainage ditch, the following courses and distances:  
Thence South 06°32'11" West 163.90 feet;  
Thence South 32°59'40" East, 679.14 feet;  
Thence South 11°31'23" East, 376.38 feet to the Easterly boundary of said NE¼NE¼;  
Thence Northerly along the Easterly boundary of said NE¼NE¼ North 00°04'42" West, 1098.18 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land in fee for a County Road right of way as set forth in Warranty Deed recorded August 7, 2008 as Instrument Number 2084329, Jerome County records, being part of an entire tract of property, situate in the NE¼NE¼ of Section 33, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said Section 33, which point is the Northeast corner of said entire tract;  
Thence South 0°16'12" West, 50.92 feet along the section line and Easterly boundary line of said entire tract;  
Thence North 89°42'28" West, 25.02 feet to the Westerly highway right of way line of 300 West Street at a point 50.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765(100), opposite approximate Engineers Station 205+38.17;

Exhibit B-2

Thence North 89°14'02" West, 405.79 feet to the Westerly boundary line of said entire tract;

Thence North 6°54'25" East, 51.54 feet along said boundary line to the Northwest corner of entire tract and the Northerly section line of said Section 33;

Thence South 89°13'03" East, 424.85 feet along said section line and the Northerly boundary line of said entire tract to THE POINT OF BEGINNING.

#### **Water Rights Including in Transfer**

| <b>Idaho Dept. of Water<br/>Resources Number</b> | <b>Use</b>                 |
|--------------------------------------------------|----------------------------|
| 36-7255                                          | Irrigation                 |
| 36-8222                                          | Stockwater                 |
| 36-8422                                          | Stockwater /<br>commercial |
| 36-8060                                          | Commercial                 |
| 36-11098                                         | Domestic                   |
| 36-8224                                          | Commercial                 |

| <b>North Side Canal<br/>Company<br/>Certificate Number</b> | <b>Shares</b> |
|------------------------------------------------------------|---------------|
| 26587                                                      | 160.00        |

Exhibit B-3

Consent to Transfer, Mortgage Modification  
Crossbred Dairy  
Loan No. 199463 & 202272  
122853827.1 0053564-00614

23479806

**MORTGAGE AND ASSIGNMENT OF RENTS**

FOR VALUE RECEIVED, **CROSSBRED DAIRY**, an Idaho general partnership, hereinafter called the Mortgagor, does hereby grant, bargain, sell, and convey unto **VEENHOUWER FAMILY FARMS LLC**, an Idaho limited liability company, hereinafter called the Mortgagee, the following described real property, located in Jerome County, Idaho:

**LEGAL DESCRIPTION**

**PARCEL NO. 1:**  
**TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,**  
**JEROME COUNTY, IDAHO**

Section 34: S½NW¼; N½SW¼

**PARCEL NO. 2:**  
**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,**  
**JEROME COUNTY, IDAHO**

Section 33: NE¼ SAVE AND EXCEPT the following described tracts

:

**Tract No. 1:**

Beginning at the Northeast corner of said Section 33, which shall be the POINT OF BEGINNING;  
Thence Westerly along the Northerly boundary of said NE¼NE¼, North 89°35'17" West, 424.85 feet to the center of a drainage ditch;  
Thence Southerly along the center of said drainage ditch, the following courses and distances:  
Thence South 06°32'11" West 163.90 feet;  
Thence South 32°59'40" East, 679.14 feet;  
Thence South 11°31'23" East, 376.38 feet to the Easterly boundary of said NE¼NE¼;  
Thence Northerly along the Easterly boundary of said NE¼NE¼ North 00°04'42" West, 1098.18 feet to the POINT OF BEGINNING.

**Tract No. 2:**

A County Road right-of-way as set forth in Warranty Deed recorded August 7, 2008 as Instrument Number 2084328, Jerome County records, being part of an entire tract of property, situate in the NE¼NE¼ of Section 33, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract which point is 424.85 feet North 89°13'03" West along the section line from the Northeast corner of said Section 33;  
Thence South 6°54'25" West, 51.54 feet along the Easterly boundary line of said entire tract to a point 50.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765(100), opposite approximate Engineers Station 201+32.38;  
Thence North 87°16'23" West, 467.65 feet;  
Thence North 0°45'58" East, 35.38 feet to the Northerly boundary line of said entire tract and Northerly section line of said Section 33;  
Thence South 89°13'03" East, 472.89 feet along said boundary line and section line to the POINT OF BEGINNING.

**PARCEL NO. 3:**  
**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,**

**JEROME COUNTY, IDAHO**

**Section 33: Part of the NE¼NE¼ more particularly described as follows:**

**Beginning at the Northeast corner of said Section 33, which shall be the POINT OF BEGINNING;  
Thence Westerly along the Northerly boundary of said NE¼NE¼, North 89°35'17" West, 424.85 feet to the center of a drainage ditch;  
Thence Southerly along the center of said drainage ditch, the following courses and distances:  
Thence South 06°32'11" West 163.90 feet;  
Thence South 32°59'40" East, 679.14 feet;  
Thence South 11°31'23" East, 376.38 feet to the Easterly boundary of said NE¼NE¼;  
Thence Northerly along the Easterly boundary of said NE¼NE¼ North 00°04'42" West, 1098.18 feet to the POINT OF BEGINNING.**

**SAVE AND EXCEPT a parcel of land in fee for a County Road right-of-way as set forth in Warranty Deed recorded August 7, 2008 as Instrument Number 2084329, Jerome County records, being part of an entire tract of property, situate in the NE¼NE¼ of Section 33, Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho. The boundaries of said parcel of land are described as follows:**

**Beginning at the Northeast corner of said Section 33, which point is the Northeast corner of said entire tract;  
Thence South 0°16'12" West, 50.92 feet along the section line and Easterly boundary line of said entire tract;  
Thence North 89°42'28" West, 25.02 feet to the Westerly highway right of way line of 300 West Street at a point 50.00 feet perpendicularly distant Southerly from the center line of Bob Barton Road, Project No. STP-2765(100), opposite approximate Engineers Station 205+38.17;  
Thence North 89°14'02" West, 405.79 feet to the Westerly boundary line of said entire tract;  
Thence North 6°54'25" East, 51.54 feet along said boundary line to the Northwest corner of entire tract and the Northerly section line of said Section 33;  
Thence South 89°13'03" East, 424.85 feet along said section line and the Northerly boundary line of said entire tract to the POINT OF BEGINNING.**

Together with all water rights appurtenant thereto, including but not limited to One Hundred and Sixty (160) shares of stock of the North Side Canal Company as evidenced by Stock Water Certificate Number 26587.

(collectively hereafter the "Real Property")

TO HAVE AND TO HOLD Real Property, with its appurtenances unto the Mortgagee, and their successors and assigns, forever.

This Mortgage is junior, subject, and subordinate in priority to the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing in favor of Metropolitan Life Insurance Company, a New York corporation, dated May 24<sup>th</sup>, 2018, recorded May 25<sup>th</sup>, 2018 as Instrument No. 2182124, and Assignment of such Mortgage dated February 4<sup>th</sup>, 2022, and recorded February 4<sup>th</sup>, 2022, as Instrument No. 2220553, and First Amendment to Mortgage dated February 4<sup>th</sup>, 2022, and recorded February 4<sup>th</sup>, 2022, as Instrument No. 2220555, records of Jerome County, Idaho; and as further modified by the Consent to Transfer, Mortgage Modification and Loan Assumption Agreement in favor of MetLife Real Estate Lending LLC, a Delaware limited liability company,

dated as of even date herewith.

This conveyance is intended as a mortgage to secure the payment of the sum of

in connection with a loan made by the Mortgagee to the Mortgagor in accordance with the terms of a Balancing Promissory Note dated April 25, 2024 ("Balancing Promissory Note"), payable to the order of the Mortgagee, with final payment due on or before March 25<sup>th</sup>, 2041, and providing for acceleration of the due date of the principal for default in the payment of any installment of principal or interest, or any part thereof, and providing for a reasonable attorney's fee in case of suit or action.

The Mortgagor covenants and agrees, as follows:

1. Mortgagor is lawfully seized and possessed of the Real Property; has good right to sell, mortgage and convey the same; that the Real Property is free of all encumbrances; and that Mortgagor warrants and will defend the title thereto against the lawful claims of all persons whomsoever. Notwithstanding the foregoing, this Mortgage shall be subordinate to: (a) the Financing Statement in favor of Metropolitan Life Insurance Company recorded April 4<sup>th</sup>, 2005, as Instrument No. 2051773, records of Jerome County, Idaho, as amended by documents recorded November 16<sup>th</sup>, 2009 as Instrument No. 2095581; February 18<sup>th</sup>, 2014, as Instrument No. 2140547; February 18<sup>th</sup>, 2014, as Instrument No. 2140549; March 5<sup>th</sup>, 2015, as Instrument No. 2150814; and by Continuation recorded October 18<sup>th</sup>, 2019, as Instrument No. 2194980, all in the records of Jerome County, Idaho; (b) the Financing Statement recorded in the office of the Jerome County recorder in favor of Metropolitan Life Insurance Company on January 22<sup>nd</sup>, 2008, as Instrument No. 2080369, with amendments recorded November 26<sup>th</sup>, 2012, as Instrument No. 2125104; February 18<sup>th</sup>, 2014, as Instrument No. 2140541; February 18<sup>th</sup>, 2014, as Instrument No. 2140543; August 24<sup>th</sup>, 2017, as Instrument No. 2173189; and Amendment dated September 6<sup>th</sup>, 2022, as Instrument No. 224163, all in the records of Jerome County, Idaho; (c) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing in favor of Metropolitan Life Insurance Company, a New York corporation, dated May 24<sup>th</sup>, 2018, recorded May 25<sup>th</sup>, 2018 as Instrument No. 2182124, and Assignment of such Mortgage dated February 4<sup>th</sup>, 2022, and recorded February 4<sup>th</sup>, 2022, as Instrument No. 2220553, and First Amendment to Mortgage dated February 4<sup>th</sup>, 2022, and recorded February 4<sup>th</sup>, 2022, as Instrument No. 2220555, records of Jerome County, Idaho; and (d) the Assignment of Bonuses, Rents and Royalties, Oil Gas and Minerals in favor of Metropolitan Life Insurance Company, a New York Corporation, dated May 24<sup>th</sup>, 2018, recorded May 25<sup>th</sup>, 2018, as Instrument No. 2182125, Jerome County, Idaho, records. Mortgagor will pay all amounts due under the prior mortgages and related obligations described in this paragraph when due and not allow the same to come into default (the "Priority Encumbrances").

2. Mortgagor will pay all sums secured by this Mortgage and the Priority Encumbrances when due.

3. Mortgagor will pay all taxes, assessments, water and public charges of any nature levied or assessed against the Real Property (and produce receipts therefor upon demand) and also

pay any claim, lien or encumbrance against the Real Property which may be or become prior to this Mortgage.

4. Mortgagor (i) will maintain the Real Property in good condition and repair; (ii) will comply with all the laws, ordinances, regulations, covenants and restrictions affecting the Real Property and will not suffer or permit violation thereof; and (iii) will permit Mortgagee or its representative to examine and inspect the Real Property at any reasonable time upon reasonable prior notice.

5. Mortgagor will keep the improvements on the Real Property insured against fire and other casualty in an amount equal to their replacement cost, which policy of insurance shall include an appropriate loss payee clause in favor of Mortgagor and Mortgagee as their interests may.

6. If Mortgagor fails to pay any obligation secured by the Priority Encumbrances or any taxes, assessments, or insurance premium when due or to keep the Real Property in repair, or if any violation of any undertaking on Mortgagor's part shall occur, or if there be commenced any action or a proceeding affecting the Real Property or the title thereto, then Mortgagee may pay the claim, lien, encumbrance, tax, assessment or premium at its option with a right of subrogation thereunder. Mortgagee may procure such evidences of title as it deems necessary, may make such repairs, and take such steps as it deems advisable to prevent or cure any breach. Mortgagee may appear in action or proceeding, retain counsel therein, and take such action therein as Mortgagee deems advisable. For any of these purposes, the Mortgagee may advance such money as they deem necessary.

7. Mortgagor hereby assigns, sells and transfers to the Mortgagee the rents of the Real Property. Provided however, that the right to the rents from the Real Property shall not apply in the absence of an uncured event of default as defined below.

8. Mortgagor shall not, without the express written consent of the Mortgagee first having been obtained, sell, assign, transfer, contract, convey or encumber the Real Property to any third party. Mortgagor's failure to comply with this paragraph shall accelerate the full balance remaining due and owing under the Balancing Promissory Note.

9. Any notices, demands or communication provided or required to be sent to either party hereunder or under the Balancing Promissory Note secured hereby shall be in writing, and shall be sent by United States Postal Service, postage prepaid, certified or registered, return receipt requested, or by courier, or personally delivered. All notices shall be deemed to have been delivered forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by courier or personally delivered. All such notices shall be addressed to the parties as the addresses listed below, or to such other addresses as the parties may from time to time designate in writing, to wit:

MORTGAGEE: VEENHOUWER FAMILY FARMS, LLC  
C/O Sawtooth Law Offices, PLLC  
213 Canyon Crest Drive, Ste. 200

Twin Falls, Idaho 83301

MORTGAGOR:       CROSSBRED DAIRY, GP  
                  2930 South 2300 East  
                  Wendell, Idaho 83355

Any address or name may be changed by notice in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the legal counsel for such party.

10. Each and every provision of this Mortgage shall bind and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties.

11. Time is of the essence of this Mortgage, and by accepting payment of any sum secured hereby after its due date, Mortgagee does not waive their right to require prompt payment of all other sums so secured when due or to declare default for failure so to pay.

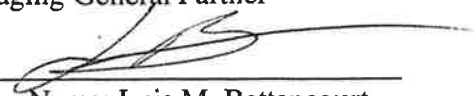
12. Prior to instituting an acceleration of the debt secured by this Mortgage, or instituting any remedy for a default under this Mortgage available under the laws of the state of Idaho, or the Balancing Promissory Note, Mortgagee shall first give a written notice of default to Mortgagor at the address provided above specifying every claimed event of default. Mortgagee may not resort to any remedy unless Mortgagor has failed to cure each event of default within fifteen (15) days of the receipt of the notice. In the event a claimed event of default has not been fully cured within fifteen (15) days of the receipt of the notice under this paragraph, each claimed event of default not fully cured shall be an "Event of Default". In the event of the occurrence of an Event of Default, Mortgagee may pursue any remedy available to it under the laws of the state of Idaho, this Mortgage, or the Balancing Promissory Note, including, but not limited to the right to accelerate the full balance remaining due and owing under the Balancing Promissory Note, and foreclose the Mortgage.

NOW, THEREFORE, if the Mortgagor shall perform all obligations secured by this mortgage, and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void.

IN WITNESS WHEREOF, this Mortgage has been executed this 25 day of April 2024.

**“MORTGAGOR”**  
**CROSSBRED DAIRY**  
An Idaho general partnership

By: Terceira, LLC, an Idaho limited liability company,  
Its Managing General Partner

By:   
Name: Luis M. Bettencourt  
Title: Managing Member

By Onaindia Family, LLC, an Idaho limited liability company,  
Its Managing General Partner

By:   
Name: Rick Onaindia  
Title: Managing Member

STATE OF IDAHO           )  
County of Jerome         ) ss:

On this 25 day of April, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LUIS M. BETTENCOURT, as Managing Member of TERCEIRA, LLC, an Idaho limited liability company, a Managing General Partner of CROSSBRED DAIRY, an Idaho general partnership, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Garry Lamb  
NOTARY PUBLIC for Idaho  
Residing at: Terre, ID  
Commission Expires: 04/03/2028

STATE OF IDAHO )  
 )  
 ) ss:  
County of Jerome )

On this 25 day of April, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICK ONAINDIA, as Managing Member of ONAINDIA FAMILY, LLC, an Idaho limited liability company, a Managing General Partner of CROSSBRED DAIRY, an Idaho general partnership, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



\_\_\_\_\_  
 NOTARY PUBLIC for Idaho  
 Residing at: Jerome, ID  
 Commission Expires: 04/02/2028



Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858  
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: [southerninfo@idwr.idaho.gov](mailto:southerninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Mathew Weaver

July 25, 2024

CROSSBRED DAIRY  
2930 S 2300 E  
WENDELL ID 83355-3150

Re: Change in Ownership for Water Right No(s): 36-7255, 36-8060, 36-8222, 36-8224, 36-8422,  
and 36-11098

Re: Notice of Security Interest for Water Right No(s): 36-8224

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence adding security interest to water right 36-8224 to MetLife Real Estate Lending LLC, c/o MetLife Investment Management LLC. The Department has modified its records 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 Change in Water Right Ownership, 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.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline  
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley, ID (File #23479806)  
MetLife Real Estate Lending LLC, Fresno, CA (36-8224)  
Water District 130



211 W. 13th St.  
P. O. Box 177  
Burley, ID 83318  
Ph. 208-878-3524  
www.titleonecorp.com

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

RECEIVED  
MAY 13 2024  
DEPT. OF WATER RESOURCES  
SOUTHERN REGION

Date: 05/10/2024

Escrow No. 23479806 Crossbred Dairy/Veenhouwer Family Farms, LLC

Dear Clerk:

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

- The original executed Notice of Change in Water Right Ownership
- A copy of the recorded Warranty Deed
- TitleOne check no. 51562
- The original executed Notice of Security Interest in a Water Right
- A copy of the recorded Mortgage and Assignment of Rents
- TitleOne check no. 51563

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

Should you have any questions, please contact Ashley Martinkus at the number listed above.

Best regards,  
TITLEONE

Nancy Garrett  
Ag Escrow Assistant

AR/nrg  
Enc.  
FedEx