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WHEN RECORDED, PLEASE RETURN TO:

METLIFE CAPITAL CORPORATION

C-97550

BELLEVUE, WA 98009

Transaction No. 2027090

Schedule No. 001

XXXX/Borrower: A. Levy &amp; J. Zentner Co.

Premises: Stateline Road (P.O. Box 233)

Merrill, OR 97633

## LANDLORD'S AGREEMENT AND WAIVER

XXXX/Borrower has applied to MetLife Capital Corporation ("MetLife") for financing or leasing of the following described equipment:

New computerized weighing machines.

## ACKNOWLEDGEMENT

("Equipment"). XXXXX/Borrower intends to locate the Equipment on the Premises legally described as follows:

MetLife is willing to enter into said transaction only if Landlord subordinates and waives as to MetLife any claims, demands or rights Landlord may have or hereafter acquire with respect to the Equipment.

1. Subject to the terms hereof, Landlord by this agreement does hereby waive and relinquish to MetLife, its successors and assigns, all its claims and demands of every kind against the Equipment now located or to be located on the above Premises, including but not limited to the right of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract which Landlord now has or may hereafter acquire on any of the Equipment presently or hereafter financed or leased by MetLife.

2. Landlord agrees that the Equipment shall at all times be considered to be personal property and shall not constitute a fixture or become part of the Premises. Landlord agrees that MetLife may remove the Equipment from the Premises at all reasonable times, and Landlord will give MetLife not less than sixty (60) days written notice if MetLife shall be required to remove the Equipment; provided however, that MetLife will either repair any damage caused by such removal or reimburse Landlord for the reasonable cost thereof.