2012-009105 Klamath County, Oregon



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Return to:

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8130 SW Beaverton-Hillsdale Highway

Portland, OR 97225

Landlord and Mortgagee Waiver/Easement (Facility Lease)

This instrument was drafted by: Farm Credit Leasing Services Corporation 600 Highway 169 S, Suite 300 Minneapolis, MN, 55426-1219 Contract Number: 001-0032785-000

Customer Number: 5302666

FILE SECOND

Dated as of: July 20, 2012

This Landlord and Mortgagee Waiver/Easement ("Agreement") is entered into by and among the following parties:

Lessor: Farm Credit Leasing Services Corporation

Lessee: Chin Family Limited Partnership, a Limited Partner and Wong Potatoes, Inc. and Chin Family Living Trust, dated April 22, 1996 and Daniel George Chin and Deloris Diane Chin

Owner of Land: Daniel George Chin and Deloris Diane Chin, Trustees of the Chin Family Living Trust dated April 22, 1996

Mortgagee: Northwest Farm Credit Services, FLCA

Mortgagee: George W. Chin, Trustee for the George W. Chin 2011 Trust, dated August 31,

2011

WHEREAS, the undersigned Lessee, Owner of Land, and/or Mortgagee hold certain interests in the land legally described in Exhibit B hereto (the "Property"); and

WHEREAS, Lessor and Lessee have entered into a certain Interim Funding Agreement for the Contract Number indicated above, by which Lessor is having certain facility(ies), building(s) and/or structure(s) and related fixtures, all as described in Exhibit A hereto (collectively, the "Facility"), constructed and installed on the Property for lease to Lessee in accordance with a Facility Lease Agreement (the "Lease") executed by Lessor and Lessee, or anticipated to be executed by Lessor and Lessee, upon completion of the Facility.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

- 1. Ownership of the Facility shall be and remain severed from that of the Property;
- 2. Title to and ownership of the Facility shall at all times be and remain exclusively with the Lessor, and no interest in the Property shall attach to the Facility;
- 3. The Facility shall not be subject to the lien of any mortgage, deed of trust, secured transaction or instrument heretofore or hereafter arising against the Property;
- 4. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may, at its option, remove the Facility or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties (other than the Lessor) will make no claim or demand whatsoever against the Facility;
- 5. The Facility may remain on the Property without charge throughout the term of the Lease and thereafter so long as Lessor (and/or Lessor's assigns) retains an interest in the Facility
- 6. The Owner of the Land, for valuable consideration does hereby grant Lessor and its assigns an easement over the Property for the benefit, continued use, possession, and enjoyment of the Facility for ingress/egress to the nearest public road, use of wells and water pipes utilized on the Property, and for access to utilities, such easement to be in addition to any other rights in the Property that Lessor may now or hereafter hold pursuant to any other document or agreement;
- 7. Mortgagee agrees that, if it sells the Property at foreclosure sale, or takes title to the Property under any deed in lieu of foreclosure or otherwise, it shall do so subject to the terms of this Agreement; and
- 8. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the other Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver

will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Agreement (including without limitation the easement created hereby) shall expire and be of no further effect at such time (and only at such time) that Lessee duly closes upon the purchase of the Facility under any applicable purchase option contained in the Lease or as otherwise agreed by Lessor at it sole and absolute discretion.

This Landlord and Mortgagee Waiver/Easement binds all of the Parties, their heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

Lessor: Farm Credit Leasing Services Corporation

B4:

See Simme	Tanya Simmer	Leasing Services Specialist
Signature Signature	Name	Title
Lessee: Chin Family Limited Part	nership, a Limited Partners	ship
By: Chin Family Living Trust dated	April 22, 1996, General and	Limited Partner
By: Daniel George Chin		
II W. CM	Daniel George Chin	Trustee
Signature	Name	Title
By: Deloris Diane Chin		
Deloris Deane Chin	Deloris Diane Chin	Trustee
Signature	Name	Title
Lessee: Wong Potatoes, Inc.		
By:	Daniel George Chin	President
Signature	Name	Title
By Oslow Deane Chin	Deloris Diane Chin	Secretary
Signature	Name	Title

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last by	Daniel George Chin	Trustee
Signature	Name	Title
By: Delonie Diane Cl	Deloris Diane Chin	Trustee
Signature	Name	Title
Lessee: Daniel George Chii	n	
Mell	Daniel George Chin	Individual
Signature	Name	Title
Lessee: Deloris Diane Chin	ı	
Delon Deans Cla	- Deloris Diane Chin	Individual
Signature	Name	Title
Living Trust dated April 22,	George Chin and Deloris Diane Chin 1996	, Trustees of the Chin F
Living Trust dated April 22,	1996	
Living Trust dated April 22, By:	1996 Daniel George Chin	Trustee
Living Trust dated April 22,	1996	
Living Trust dated April 22, By: Signature	Daniel George Chin Name	Trustee
Living Trust dated April 22, By: Signature	Daniel George Chin Name	Trustee
Living Trust dated April 22, By: Signature By: Octors Ocase Chr Signature	Daniel George Chin Name Deloris Diane Chin Name	Trustee Title Trustee
Living Trust dated April 22, By: Signature By: Signature Mortgagee: Northwest Farm	Daniel George Chin Name Deloris Diane Chin Name Credit Services, FLCA	Trustee Title Trustee Trustee
Living Trust dated April 22, By: Signature By: Octors Ocase Chr Signature Mortgagee: Northwest Farm By: My Christian Chris	Daniel George Chin Name Deloris Diane Chin Name	Trustee Title Trustee Trustee
Living Trust dated April 22, By: Signature By: Octow Ocane Che Signature Mortgagee: Northwest Farm By: Signature Mortgagee: George W. Chir	Daniel George Chin Name Deloris Diane Chin Name n Credit Services, FLCA Robert L. Damon	Trustee Trustee Trustee Title Sanior Credit Title
Living Trust dated April 22, By: Signature By: Octors Octave Chr Signature Mortgagee: Northwest Farm By: Signature	Daniel George Chin Name Deloris Diane Chin Name Credit Services, FLCA Robert L. Damon Name	Trustee Trustee Trustee Title Sanior Credit Title

Lessee: Chin Family Living Trust, dated April 22, 1996

	All Purpose Acknowledgement		
	State Of ORacys	Capaci	ty Claimed by Signer
	County Of KIAMATH		Individual Corporate Officer
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	F	seonge Chih	
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	Witness my hand and official scal Notary Public	Signer is Repre	senting Tim In IRIST person(s) or entity(ies)
			-
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	County Of KIAMATA		Individual ☐Corporate Officer
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	personally appeared Deloris	\mathbf{D}^{1}	
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	All Purpose Acknowledgement	
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	County Of Klawsil	☐Individual ☑Corporate Officer
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	personally appeared Daviel George Ch	1 h
	MITCHELL K STOKES OTARY PUBLIC - OREGON COMMISSION NO. 455205	
	Witness my hand and official scal Notary Public Mall	Signer is Representing Word Potatocs Inc.
		Name of person(s) or entity(ies)
	All Purpose Acknowledgement	
	State Of Organ	Capacity Claimed by Signer
	County Of Klamath	☐Individual ∑ Corporate Officer
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	personally appeared Deloris Dione Ch	n'h
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	County Of Klamath	☐Individual ☐Corporate Officer
	On 30/12 Before me, Mitchell K Stoles name and title of officer	title
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	Notary Public Walder N	ame of person(s) or entity(ics)
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	County Of KlamaTL	☐Individual ☐Corporate Officer
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	personally appeared Deloris Dipe Chin	
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	Notary Public	lame of person(s) or entity(ies)

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	Capacity Claimed by Signer
County Of Klamath	⊠ Individual □Corporate Officer
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	Name of person(s) or entity(ies)
All Purpose Acknowledgement State Of Projection	Capacity Claimed by Signer
County Of Klamath	Individual Corporate Officer
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name of signer	_
personally known to me -OR- proved to me on the basis of satisfactory evidence personally known to me -OR-	ithin General Partner
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date Before me, (2	name and title of officer	title	
personally appeared personally known to me –OR- KATHLEEN M. FRAGALE Notary Public Minnesota My Commission Expires 01/31/2015	name of signer proved to me on the basis of satisfactory evidence to person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they the same in his/her/their authorized capacity(ics), and his/her/their signature(s) on the instrument the person the entity upon behalf of which the person(s) acted, enthe instrument.	General Partner executed Attoney-In-Fact that by Trustee (s), or Guardian/Conservator	
Witness my hand and official seal	Signer is	s Representing	
Notary Public Attle M.	Fair	n Credit Leasing Men Carporchan Name of person(s) or entity(jes)	

Exhibit A

Description of the Facility

One (1) 2012 51' x 247'Potato Storage including all attachments, components and accessories including, but not limited to: internal fan house, center air plenum split into two zones, two (2) sets of stairs, electrical and storage control room, galvanized fan house framing, two (2) 16'x10"x14' all metal swinging door with swinging bulkhead doors, two (2) 30'x3"x14' all metal swinging door with swinging bulkhead doors and walk doors, ten (10) 3'x6'8" G90 galvanized walk doors, two (2) stairway access door, two (2) air bypass door, air system and composite slide gates, four (4) fan 54" 25HP 1150 RPM 3 Phase 6-9WR, four (4) inverter 25 HP 230V V1000-YASK, two (2) T-DR Comp 58.5"x24" W/HT, two (2) kit directed-connect linkage, two (2) actuator 36" IVI switch, two (2)T-Door flashing, two (2) T-DR Comp 58.5"x24" WO/HT, two 92) kit directed-connect linkage, two (2) actuator 36" IVI w/switch, two (2) T-Door Flashing, two (2) T-DR COMP 79"x72" W/O HT, two (2) kit, direct-connect, linkage, two (2) Actuator 36" IVI w/switch, two (2) T-Door flashing, two (2) power supply electra-vac unit, two (2) Humidicell 16'wx12'h 18" MEDIA, four (4) Humidifier M-30C 3PH, four (4) starter SAG 12 3PH, four (4) exhaust louver 99-3/8x84 (253cmx213.5cm, two hundred thirty-two (232) light block for exhaust louvers, two (2) centurion control panel, two (2) backup ups for control panel, one (1) Aspirator, solar shield w/SNSR, two (2) package, install F/Panel, two (2) RH Sensor duct w/Bracket, one (1) heatcraft condenser unit potato- IV250, two (2) coil 100 SQ FT, two (2) refrigeration coil drain pans, two (2) refrigeration install package 100 SQ FT POT, two (2) mechanical refrigeration controller 1 CMPR 3-4 STG.

Exhibit B

Legal Description of the Property

The Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

The S 1/2 of the N 1/2 and the NE 1/4 of the NE 1/4 in Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, Except those portions of the NE 1/4 NE 1/4 lying North and East of The Dalles-California Highway, lying within Chin Road, lying within the right of way of The Dalles-California Highway, and lying within the Southern Pacific Railroad right of way.

APN: R99624 and R-4010-02900-00300-000

With the facility located on the property as follows:

NW – corner 42 degrees 03.896 minutes N 121 degrees 39.631 minutes W

SW – corner 42 degrees 03.868 minutes N 121 degrees 39.593 minutes W

SE – corner 42 degrees 03.883 minutes N 121 degrees 39.571 minutes W

NE – corner 42 degrees 03.912 minutes N 121 degrees 39.610 minutes W