

MTC 1396-11049
Return Address:
Northwest FCS-Pasco
9530 Bedford Street
Pasco, WA 99301

2013-001558
Klamath County, Oregon
02/11/2013 01:29:36 PM
Fee: \$127.00

**MODIFICATION OF LINE OF CREDIT DEED OF TRUST, ASSIGNMENT OF
LEASES AND RENTS, AND FIXTURE FILING**

NOTICE: THE DEED OF TRUST MODIFIED HEREBY IS A LINE OF CREDIT TRUST DEED. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE SECURED OBLIGATIONS (AS DEFINED IN THE DEED OF TRUST) SECURED HEREBY IS \$4,500,000.00. IN ADDITION, THE DEED OF TRUST MODIFIED HEREBY SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THE DEED OF TRUST AS MODIFIED HEREBY, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR A MATURITY DATE OF JULY 1, 2013 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Line of Credit Deed of Trust, Assignment of Leases and Rents, and Fixture Filing (this "Modification"), dated as of January 4, 2013, is made by and between **ROYALE COLUMBIA FARMS, INC.**, an Oregon corporation, whose address is P.O. Box 93, Hermiston, OR 97838; **WRMS, LLC**, an Oregon limited liability company which acquired title as WRMS L.L.C., an Oregon corporation, whose address is 2154 Sheridan Place, Richland, WA 99352; **G-2 FARMING, L.L.C.**, an Oregon limited liability company, whose address is P.O. Box 130, Hermiston, OR 97838; and **FAULT LINE, LLC**, an Oregon limited liability company, whose address is 3901 Brooke Drive, Klamath Falls, OR 97603 (collectively, "Grantor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, on January 22, 2010, a Line of Credit Deed of Trust, Assignment of Leases and Rents, and Fixture Filing was executed in favor of Beneficiary, which was recorded on January 26, 2010, as Instrument No(s). 2010-000947 in the Official Records of Klamath County, Oregon, and recorded on January 26, 2010, as Instrument No(s). 2010-5610685 in the Official Records of Umatilla County, Oregon, as previously amended or modified (the "Deed of Trust"), covering the land described on the attached Exhibit A;

WHEREAS, the Deed of Trust secures, among other things, the payment and performance of indebtedness evidenced by the Term Note and Loan Agreement dated January 22, 2010, payable to the order of Beneficiary, in the initial face principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) (the "Note").

127 Amc

Modification of Line of Credit Deed of Trust (CIF No. 67004)

WHEREAS, the parties hereto are amending the Note pursuant to that certain Amendment No. 1 to Term Note and Loan Agreement and Waiver dated on or around even date herewith (and as it may be extended, renewed, modified, amended or restated from time to time, the "Amendment") and the parties wish to acknowledge that the obligations secured by the Deed of Trust previously evidenced by the Note are now additionally evidenced by the Amendment. The obligations secured by the Deed of Trust are now hereby described as follows:

Note No.	Date of Note	Principal Amount	Final Installment Date
67004-241	January 22, 2010	\$4,500,000.00	July 1, 2013

WHEREAS, Section 3.1.b. (which was incorrectly stated as 3.1.c.) of the Deed of Trust is hereby amended in its entirety by substitution of the following:

b. It is contemplated that this Deed of Trust shall secure additional loans made to Trustor or Borrower from time to time.

WHEREAS, the parties have agreed to include the irrigation equipment to the legal description that is described on Exhibit B hereto and incorporated herein by this reference (the "Additional Collateral") to the property encumbered by the Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

ARTICLE 1 AMENDMENTS

1.1 Recitals, References and Definitions.

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All secured indebtedness described in the Deed of Trust shall be deemed also to include the Amendment.
- c. All references in the Deed of Trust to the "Collateral" shall be deemed to include the Additional Collateral. y
- d. All references in the Deed of Trust to the "Rents" shall include the rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral.
- e. All references in the Deed of Trust to the "Deed of Trust" are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.

f. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

ARTICLE 2

Supplemental Grant of Security

2.1 Grant of Security. Grantor, in consideration of the indebtedness secured by the Deed of Trust, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Trustee, IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of Beneficiary, all Grantor's existing and future rights, titles, interests, estates, powers and privileges in or to the irrigation equipment described on Exhibit B attached to this Modification and incorporated herein.

2.2 Grant of Security Interest. As security for the payment, performance and observance of the indebtedness secured by the Deed of Trust, Grantor, as debtor, hereby grants to Beneficiary, as secured party, a security interest in all of Grantor's existing and future right, title and interest in and to the Collateral related to the Additional Collateral.

2.3 Fixture Filing. This Modification is intended to serve as a Fixture filing covering the Additional Collateral pursuant to the terms of the applicable Uniform Commercial Code

2.4 Assignment of Rents, Issues and Profits. Grantor absolutely, unconditionally and irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral (collectively the "Additional Rents"), and gives to Beneficiary the right, power and authority to collect such Additional Rents.

2.5 Supplemental Nature of Grants. The grants and assignments provided by this Article 2 are in addition to and supplemental of and not in substitution for the grants provided by the Deed of Trust, and nothing herein contained shall affect or impair the lien or priority of the Deed of Trust as to the indebtedness secured thereby prior to giving effect to this Modification.

ARTICLE 3

MISCELLANEOUS

3.1 Acceptance By Trustee. Trustee accepts this trust when this Modification, duly executed and acknowledged, is made a public record as provided by law.

3.2 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

3.3 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in

any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

3.4 Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

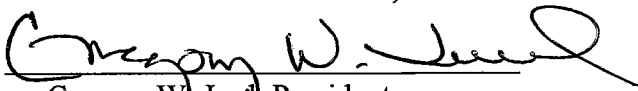
3.5 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

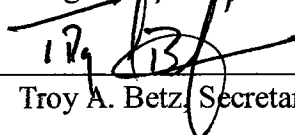
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

GRANTOR:

ROYALE COLUMBIA FARMS, INC.

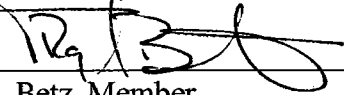
By: 
Gregory W. Juul, President

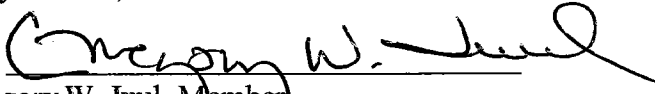
By: 
Troy A. Betz, Secretary

WRMS, LLC

By: 
Michael D. Thornton, Managing Member

G-2 FARMING, L.L.C.

By: 
Troy A. Betz, Member

By: 
Gregory W. Juul, Member

FAULT LINE, LLC

By: Michael D. Thornton
Michael D. Thornton, Manager

By: Brian S. Smith
Brian S. Smith, Manager

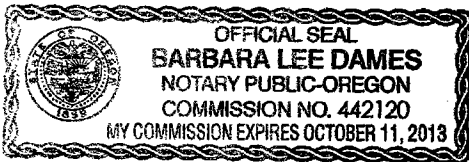
BENEFICIARY:

NORTHWEST FARM CREDIT SERVICES, PCA

By: Dennis L. Biegers
Authorized Agent

STATE OF Oregon)
County of Umatilla)ss.

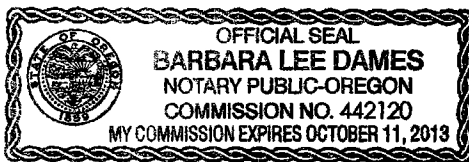
On this 7th day of January, 2013, before me personally appeared Gregory W. Juul, known to me to be the President of Royale Columbia Farms, Inc., the corporation which executed the within instrument, and acknowledged that he executed the same as such president and in the corporation name freely and voluntarily.



Barbara Lee Dames
Notary Public for the State of Oregon
Residing at Umatilla, OR
My commission expires Oct 11, 2013
Printed Name Barbara Lee Dames

STATE OF Oregon)
County of Umatilla)ss.

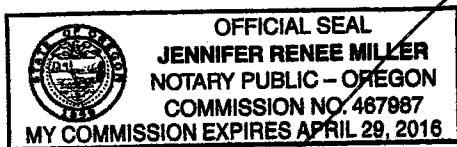
On this 7th day of January, 2013, before me personally appeared Troy A. Betz, known to me to be the Secretary of Royale Columbia Farms, Inc., the corporation which executed the within instrument, and acknowledged that he executed the same as such secretary and in the corporation name freely and voluntarily.



Barbara Lee Dames
Notary Public for the State of Oregon
Residing at Umatilla, Oregon
My commission expires Oct 11, 2013
Printed Name Barbara Lee Dames

STATE OF Oregon)
County of Klamath)ss.

On this 10th day of January, 2013, before me personally appeared Michael D. Thornton, known to me to be the Managing Member of WRMS, LLC the limited liability company which executed the within instrument, and acknowledged that he executed the same as such managing member and in the limited liability company's name freely and voluntarily.

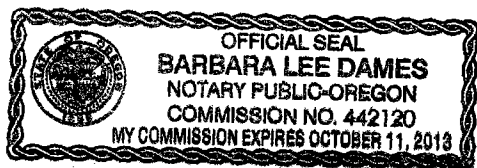


Jen Miller
Notary Public for the State of Oregon
Residing at Klamath Falls
My commission expires 04/29/2016
Printed Name Jen Miller

STATE OF Oregon)
County of Umatilla)ss.

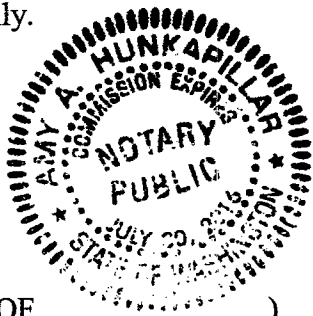
On this 9th day of January, 2013, before me personally appeared Troy A. Betz, known to me to be a member of G-2 Farming, L.L.C., the limited liability company which executed the within instrument, and acknowledged that he executed the same as such member and in the limited liability company's name freely and voluntarily.

Barbara Lee Dames
Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon
My commission expires Oct 11, 2013
Printed Name BARBARA LEE DAMES



STATE OF Washington
County of Franklin)ss.

On this 18th day of January, 2013, before me personally appeared Michael D. Thornton, known to me to be the Managing Member of WRMS, LLC the limited liability company which executed the within instrument, and acknowledged that he executed the same as such managing member and in the limited liability company's name freely and voluntarily.



Amy A. Hunkapillar
Notary Public for the State of Washington
Residing at Pasco, WA
My commission expires July 30, 2016
Printed Name Amy A. Hunkapillar

STATE OF _____)
County of _____)ss.

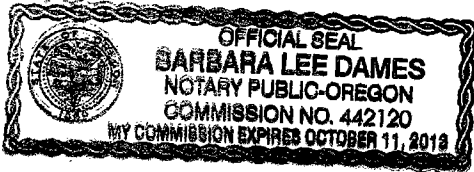
duplicate

On this _____ day of _____, _____, before me personally appeared Troy A. Betz, known to me to be a member of G-2 Farming, L.L.C., the limited liability company which executed the within instrument, and acknowledged that he executed the same as such member and in the limited liability company's name freely and voluntarily.

Notary Public for the State of _____
Residing at _____
My commission expires _____
Printed Name _____

STATE OF Oregon)
)ss.
County of Umatilla)

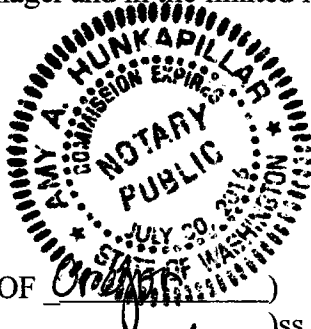
On this 9th day of January, 2013, before me personally appeared Gregory W. Juul, known to me to be a member of G-2 Farming, L.L.C., the limited liability company which executed the within instrument, and acknowledged that he executed the same as such member and in the limited liability company's name freely and voluntarily.



Barbara Lee Dames
Notary Public for the State of Oregon
Residing at Umatilla, OR
My commission expires Oct 11, 2013
Printed Name Barbara Lee Dames

STATE OF Washington)
)ss.
County of Franklin)

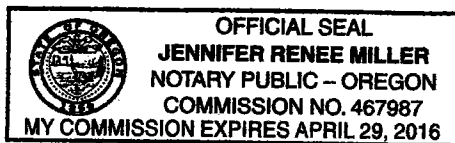
On this 18th day of January, 2013, before me personally appeared Michael D. Thornton, known to me to be a Manager of Fault Line, LLC the limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.



Amy A. Hunkapillar
Notary Public for the State of Washington
Residing at Pasco, WA
My commission expires July 30, 2016
Printed Name Amy A. Hunkapillar

STATE OF Oregon)
)ss.
County of Klamath)

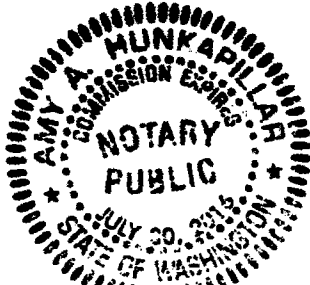
On this 16th day of January, 2013, before me personally appeared Brian S. Smith, known to me to be a Manager of Fault Line, LLC the limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.



Jennifer Renee Miller
Notary Public for the State of Oregon
Residing at Klamath Falls, OR
My commission expires 04/29/2016
Printed Name Jennifer Miller

STATE OF Washington)
)ss.
County of Franklin)

On this 14th day of January, 2013, before me personally appeared Dennis Bigness, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



Amy A. Hunkapiller
Notary Public for the State of Washington
Residing at Pasco, WA
My commission expires July 30, 2016
Printed Name Amy A. Hunkapiller

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EXHIBIT A
PROPERTY DESCRIPTION

KLAMATH COUNTY

Lots 12, 13 and 14 of TRACT 1293, being a portion of Tracts 9 through 11 of "ALTAMONT RANCH TRACTS", according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

UMATILLA COUNTY

Tract I

Township 4 North, Range 29, E.W.M.

Section 1: Northeast Quarter of the Northeast Quarter.

South Half of the Northeast Quarter.

Southeast Quarter of the Northwest Quarter.

North Half of the Southeast Quarter.

Southeast Quarter of the Southeast Quarter.

Excepting therefrom any portion lying within that tract of land conveyed to United States of America, for the Cold Springs Reservoir Site, as described in Deed, recorded May 17, 1907 in Book 54, Page 218, Deed Records.

Township 4 North, Range 30, E.W.M.

Section 6: All.

Township 5 North, Range 29, E.W.M.

Section 25: Beginning at the Southeast corner of said Section 25; thence North along the East line thereof to the Northeast corner of said Section 25; thence Southwesterly to the Southwest corner of said Section 25; thence East along the South line thereof to the point of beginning.

Excepting therefrom that tract of land being described as beginning at the Northeast corner of said Section 25; thence South 01°07'44" East, along the East line of said Section 25, a distance of 182.34 feet; thence South 43°23'10" West, a distance of 7,174.57 feet;

Modification of Line of Credit Deed of Trust (CIF No. 67004)

thence South 88°46'03" West, a distance of 249.90 feet to the West line of said Section 25; thence North 43°46'09" East, a distance of 7,480.28 feet to the point of beginning.

Section 36: North Half of the North Half.
Southeast Quarter of the Northeast Quarter.

Township 5 North, Range 30, E.W.M.

Section 18: All that portion lying Southerly and Easterly of a line being described as beginning at the Northeast corner of said Section 18; thence Southwesterly in a straight line to the Southwest corner of said Section 18 and the point of terminus for this line description.

Excepting therefrom any portion lying Southerly of Oregon State Highway No. 37.

Section 29: All.

Section 30: All.

Section 31: North Half.
Southeast Quarter.
South Half of the Southwest Quarter.

Section 32: South Half of the Northwest Quarter.
North Half of the Southwest Quarter.
Southwest Quarter of the Southwest Quarter.

Excepting from all of the described lands any portion lying within County Road or Highway right-of-ways.

All being East of the Willamette Meridian, Umatilla County, Oregon.

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Royale Columbia Associates, described as:

A strip of land 16 feet wide, being the extreme easterly 16 feet of that portion of Section 19, Township 5 North, Range 30, E.W.M., lying south of the northerly right of way line of U.S. Highway No. 395 right of way.

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Royale Columbia Farms, Inc., described as:

A strip of land 16 feet in width being the extreme Westerly 16 feet of Section 17 and the extreme Westerly 16 feet of Section 20 lying North of the Northerly right of way of U.S. Highway No. 395, Township 5 North, Range 30, E.W.M., in the County of Umatilla and State of Oregon

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Royale Columbia Farms, Inc., described as:

A strip of land situated in Section 17, Township 5 North, Range 30 East, W.M., Umatilla County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Section 17; Thence S01°55'47"E along the West line of said Section 17 a distance of 231.04 feet to a point on the Southerly margin of a Bonneville Power Administration right-of-way and True Point of Beginning; Thence N43°38'34"E along said Southerly margin a distance of 50.00 feet; Thence S46°21'26"E a distance of 20.42 feet; Thence S27°13'48"W a distance of 102.62 feet to the West line of said Section 17; Thence N01°52'57"W along said West line a distance of 69.19 feet to the True Point of Beginning.

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Royale Columbia Associates, described as:

Parcel 1 – Pump Plant Site

A parcel of land situated in Sections 7 and 8, Township 5 North, Range 30 East, W.M., Umatilla County, Oregon, and being more particularly described as follows:

Beginning at the Southwest corner of said Section 8; Thence North 01°01'06" East along the West line of said Section 8 a distance of 2671.17 feet to a point on the Northerly margin of U.S. Highways No. 395 and 730 right-of-way; Thence North 57°31'45" East along said Northerly margin a distance of 78.61 feet to the TRUE POINT OF BEGINNING; Thence North 32°28'15" West a distance of 36.00 feet; Thence North 77°29'03" West a distance of 11.31 feet; Thence North 32°28'15" West a distance of 76.00 feet; Thence South 57°31'45" West a distance of 35.00 feet; Thence South 32°28'15" East a distance of 12.00 feet; Thence North 57°31'45" East a distance of 43.00 feet to the TRUE POINT OF BEGINNING.

This Parcel contains 0.10 acres, more or less.

Parcel 2 – Pipeline Right-of-Way

A strip of land of varying width situated in the West half of the West half of Section 8, Township 5 North, Range 30 East, W.M., Umatilla County, Oregon, and being more particularly described as follows:

Beginning at the Southwest corner of said Section 8; Thence North 01°01'06" East along the West line of said Section 8 a distance of 2671.17 feet to a point on the Northerly margin of U.S. Highways No. 395 and 730 right-of-way; Thence North 57°31'45" East along said Northerly margin a distance of 78.61 feet to the TRUE POINT OF BEGINNING; Thence South 32°28'15" East a distance of 163.53 feet; Thence South 17°13'47" West a distance of 506.74 feet; Thence South 01°14'34" West a distance of 1768.64 feet; Thence South 15°27'17" East a distance of 336.39 feet to a point on the South line of said Section 8, said point lying South 89°11'04" East a distance of 102.78 feet from the Southwest corner of said Section 8; Thence North 89°11'04" West a distance of 7.68 feet; Thence North 15°27'17" West a distance of 335.36 feet to a point on the West line of said Section 8, said point lying North 01°01'06" East a distance of 321.93 feet from the Southwest corner of said Section 8; Thence North 01°01'06" East along the West line of said Section 8 a distance of 1792.04 feet; Thence North 17°13'47" East a distance of 479.96 feet; Thence North 32°28'15" West a distance of 154.27 feet to a point on the Northerly margin of U.S. Highways No. 395 and 730 right-of-way; Thence North 57°31'45" East along said Northerly margin a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING therefrom all that portion lying within the rights-of-way of U.S. Highways No. 395 and 730, and the Union Pacific Railroad Company.

This Parcel contains 0.66 acres, more or less.

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Royale Columbia Associates, described as:

Underground irrigation pipeline between structures 53/1 and 53/2 of the Lower Monumenta-John Day No. 1 transmission line, in the NW1/4NW1/4 of Section 17, Township 5 North, Range 30 East, Willamette Meridian, Umatilla County, Oregon.

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Hawman Properties LLC, described as:

A strip of land 20.00 feet, in width situated in Section 19, Township 5 North, Range 30 East, W.M., Umatilla County, Oregon, and having 10.00 feet of said width on either side of the following described centerline:

Modification of Line of Credit Deed of Trust (CIF No. 67004)

Beginning at the Northeast corner of said Section 19; Thence S 01° 13' 02" E along the East line of said Section 19 distance of 556.88 feet to the True Point of Beginning; Thence N 16° 28' 55" W a distance of 93.00 feet; Thence N 14° 08' 46" E a distance of 44.00 feet, more or less, to a point on the Southerly margin of Oregon State Highway No. 36, PENDLETON-COLD SPRINGS (Highway Ref. No. 4B-7-4), said point being opposite Engineer's Station 147+67.4 and Terminus of this Centerline;

TOGETHER WITH the East 16 feet of said Section 19, as measured at right angles to the East line of said Section 19, lying South of the following described line:

Beginning at the Northeast corner of said Section 19; Thence S 01° 13' 02" E along the East line of said Section 19 distance of 556.88 feet to the True Point of Beginning; Thence N 16° 28' 55" W a distance of 60.77 feet to the Terminus of this line.

TOGETHER WITH all irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by Royale Columbia Farms, Inc., described as:

Pipeline #1: One pipeline leaves Grantee's lands in the S 1/2 SW 1/4, Section 31, Township 5 North, Range 30 East, W.M., crosses Grantors lands in the NW 1/4 NW 1/4 of said Section 6, and re-enters Grantee's land in the E 1/2 NE 1/4 Section 1, Township 4 North, Range 29 East, W.M.

Pipeline #2: A second pipeline also leaves Grantee's lands in the S 1/2 SW 1/4 of said Section 31, crosses Grantors' lands in the E 1/2 NW 1/4 of said Section 6, and re-enters Grantee's lands in the W 1/2 NE 1/4 of said Section 6.

Tax Map Nos.

Klamath County –

<u>Account Nos.</u>	<u>Key No.</u>	<u>Code:</u>
3909-010CB-02500-000	875580	041
3909-010CB-02600-000	875581	041
3909-010CB-02700-000	875582	041
P-009750	P886037	041

Umatilla County –

<u>Map No.</u>	<u>Tax Lot</u>	<u>Serial No.</u>	<u>Code</u>
4N-29A	100	130850	8-3
4N-30	600	133360	61-13
4N-30	700	133361	61-13

Modification of Line of Credit Deed of Trust (CIF No. 67004)

4N-30	701	133363	61-13
5N-29D	2900	130861	8-3
5N-30	903	127809	8-4
5N-30	1100	130871	8-3

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EXHIBIT B
ADDITIONAL COLLATERAL DESCRIPTION

Pivot #RCF 8 – Valley model 8000P Pivot Irrigation System serial #994526;
Pivot #RCF 9 – Valley model 8000P Pivot Irrigation System serial #10648450;
Pivot #RCF 10 – Valley model 8000P Pivot Irrigation System serial #10810732;
Pivot #RCF 12 – Valley model 8000P Pivot Irrigation System serial #10841111;
Pivot #RCF 53 – Valley model 8000P Pivot Irrigation System serial #10820704; and
Pivot #RCF 26 – Valley model 8000P Pivot Irrigation System serial #10820703.

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