

2014-008175

Klamath County, Oregon



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08/06/2014 09:24:02 AM

Fee: \$102.00

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Landlord and Mortgagee Waiver

This instrument was drafted by:

Farm Credit Leasing Services Corporation
600 Highway 169 S, Suite 300
Minneapolis, MN, 55426-1219



001-0063763-000

Dated as of: July 10, 2014

Return To: Lease Agreement Date: October 31, 2013
Document Recording Services
1201 Hayes St. Suite 103
Tallahassee, FL 32301

This Landlord and Mortgagee Waiver is entered into by and among the following parties:

Lessor: FARM CREDIT LEASING SERVICES CORPORATION

Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL PARTNERSHIP

Owner of Real Estate Parcel 1: ZEBULON EDWARD BURROUGHS AND MERIDITH HAILEY BURROUGHS

Second Owner of Real Estate Parcel 2: WARD N. BURROUGHS AND ROSE MARIE BURROUGHS, TRUSTEES OF THE BURROUGHS REVOCABLE TRUST DATED AUGUST 5, 1993, AS RESTATED ON NOVEMBER 20, 2007

Real Estate Mortgagee: YOSEMITE LAND BANK, FLCA

WHEREAS, the undersigned hold certain interests in the below described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated as specified above ("Lease") with Lessor as described herein ("Lessor") for the lease of certain structures and/or equipment located on the Property ("Equipment").

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.

Additional Terms:

1. The Equipment shall remain severed from the Property;
2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of

the parties, and shall not become a fixture or a part of the Property;

3. Title and ownership of the Equipment shall remain with the Lessor;

4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure on which the Equipment is placed;

5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment 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 remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding six (6) months after the receipt by the Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;

6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and

7. 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 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 Landlord and Mortgagee Waiver binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

Legal Description:

PARCEL 1: Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon Section 24: All Section 25: N ½; N½ SW¼; SE ¼ SW ¼; EXCEPTING therefrom that portion lying Southwesterly of the County Road No. 1101. PARCEL 2: The SE ¼ of Section 25, Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon.

Parcel ID Number:**Equipment Description:**

Quantity/Condition/Year/Manufacturer/Model/Description/Serial #
1/New/2014/Miscellaneous/126 kW/Ground Mount Photovoltaic Solar System/See Exhibit A
1/New/2014/Miscellaneous/100 kW/Ground Mount Photovoltaic Solar System/See Exhibit A
1/New/2014/Miscellaneous/100 kW/Ground Mount Photovoltaic Solar System/See Exhibit A
1/New/2014/Miscellaneous/10 kW/Ground Mount Photovoltaic Solar System/See Exhibit A
1/New/2014/Miscellaneous/10 kW/Ground Mount Photovoltaic Solar System/See Exhibit A
1/New/2014/Miscellaneous/104 kW/Ground Mount Photovoltaic Solar System/See Exhibit A

Lessor: FARM CREDIT LEASING SERVICES CORPORATION

By:


Signature

April White
Name

Leasing Services Specialist III
Title

Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL PARTNERSHIP

See SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this Landlord and Mortgagee Waiver as of the day and year noted above.

By: ZEBULON E. BURROUGHS, Partner

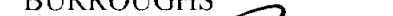
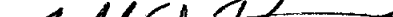
By: MERIDITH H. BURROUGHS, Partner

By: THE BURROUGHS REVOCABLE TRUST DATED AUGUST 5, 1993, N/K/A THE BURROUGHS REVOCABLE TRUST DATED NOVEMBER 20, 2007 (a/k/a The Burroughs Revocable Trust Dated August 5, 1993, as Restated on November 20, 2007), Partner

Ward N. Burroughs, Trustee

Rose Marie Burroughs, Trustee

Owner of Real Estate: ZEBULON EDWARD BURROUGHS AND MERIDITH HAILEY
BURROUGHS

BURROUGHS		
	Zebulon Edward Burroughs	Individual
Signature	Name	Title
	Meredith Hailey Burroughs	Individual
Signature	Name	Title

Second Owner of Real Estate: WARD N. BURROUGHS AND ROSE MARIE BURROUGHS,
TRUSTEES OF THE BURROUGHS REVOCABLE TRUST DATED AUGUST 5, 1993, AS
RESTATED ON NOVEMBER 20, 2007

Signature	Ward N. Burroughs	Trustee
	Name	Title
Signature	Rose Marie Burroughs	Trustee
	Name	Title

Real Estate Mortgagee: YOSEMITE LAND BANK, FLCA

Signature	Name	Title
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SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this Landlord and Mortgagee Waiver as of the day and year noted above.

Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL PARTNERSHIP

By: ZEBULON E. BURROUGHS, Partner

By: MERIDITH H. BURROUGHS, Partner

By: THE BURROUGHS REVOCABLE TRUST DATED AUGUST 5, 1993, N/K/A THE BURROUGHS REVOCABLE TRUST DATED NOVEMBER 20, 2007 (a/k/a The Burroughs Revocable Trust Dated August 5, 1993, as Restated on November 20, 2007), Partner

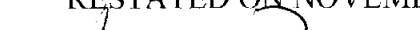

Ward N. Burroughs, Trustee

Rose Marie Burroughs, Trustee

Owner of Real Estate: ZEBULON EDWARD BURROUGHS AND MERIDITH HAILEY
BURROUGHS


Signature	Zebulon Edward Burroughs	Individual
	Name	Title
Signature	Meridith Hailey Burroughs	Individual
	Name	Title

Second Owner of Real Estate: WARD N. BURROUGHS AND ROSE MARIE BURROUGHS,
TRUSTEES OF THE BURROUGHS REVOCABLE TRUST DATED AUGUST 5, 1993, AS
RESTATED ON NOVEMBER 20, 2007

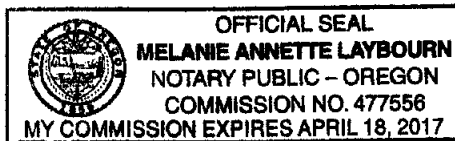
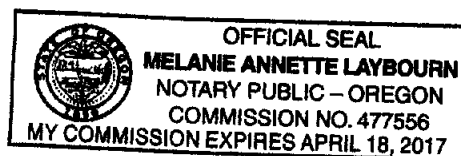
	Ward N. Burroughs	Trustee
Signature	Name	Title
	Rose Marie Burroughs	Trustee
Signature	Name	Title

Real Estate Mortgagee: YOSEMITE LAND BANK, FLCA

William J. Ray William J. RAY Vice Pres. - Senior Relationship Mgr.
Signature Name Title

All Purpose Acknowledgement	
<p>State Of <u>Minnesota</u></p> <p>County Of <u>Hennepin</u></p> <p>On <u>7/23/14</u> Before me, <u>Susan M. Bodin</u> <small>date name of Notary Public</small></p> <p>personally appeared <u>April White</u> <small>name of signer</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> 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</p> <p style="text-align: center; margin-top: 20px;"> Witness my hand and official seal Notary Public <u>Susan M. Bodin</u> </p> <div style="text-align: center; margin-top: 20px;">  </div>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer</p> <hr/> <p><input type="checkbox"/> Limited Partner <input type="checkbox"/> General Partner <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian/Conservator <input checked="" type="checkbox"/> Other: <u>Leasing Services Specialist III</u></p> <hr/> <p style="text-align: center;">Signer Is Representing</p> <p><u>Farm Credit Leasing Services Corporation</u></p> <hr/> <p style="text-align: center;"><small>Name of person(s) or entity(ies)</small></p>

All Purpose Acknowledgement	
<p>State Of _____</p> <p>County Of _____</p> <p>On _____ Before me, _____ <small>date name of Notary Public</small></p> <p>personally appeared _____ <small>name of signer</small></p> <p><input type="checkbox"/> personally known to me -OR- <input type="checkbox"/> 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</p> <p style="text-align: center; margin-top: 20px;"> Witness my hand and official seal Notary Public _____ </p> <p style="text-align: center; font-size: 2em; transform: rotate(-30deg); opacity: 0.5; margin-top: 20px;">See attachment</p>	<p>Capacity Claimed by Signer</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer</p> <hr/> <p><input type="checkbox"/> Limited Partner <input type="checkbox"/> General Partner <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:</p> <hr/> <p style="text-align: center;">Signer Is Representing</p> <p><u>Yosemite Land Bank, FLCA</u></p> <hr/> <p style="text-align: center;"><small>Name of person(s) or entity(ies)</small></p>

All Purpose AcknowledgementState Of Oregon
County Of KlamathOn 16 July 2014 Before me, Melanie Annette Laybourn
personally appeared Zebulon E. Burroughs
date name of Notary Public name of signer**Capacity Claimed by Signer**☒ Individual
☐ Corporate Officer☐ personally known to me -OR- ☒ 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☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☒ Other: PartnerMelanie Annette Laybourn
Witness my hand and official sealNotary Public**Signer Is Representing**California Cloverleaf FarmsName of person(s) or entity(ies)**All Purpose Acknowledgement**State Of Oregon
County Of KlamathOn 16 July 2014 Before me, Melanie Annette Laybourn
personally appeared Zebulon Edward Burroughs
date name of Notary Public name of signer**Capacity Claimed by Signer**☒ Individual
☐ Corporate Officer☐ personally known to me -OR- ☒ 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☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:Melanie Annette Laybourn
Witness my hand and official sealNotary Public**Signer Is Representing**Zebulon E. BurroughsName of person(s) or entity(ies)

All Purpose Acknowledgement

State Of Oregon
County Of Klamath

On 16 July 2014 Before me, Melanie Annette Laybourn
date name of Notary Public

personally appeared Meridith H. Burroughs
name of signer

☐ personally known to me -OR- ☒ 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

Melanie Annette Laybourn
Witness my hand and official seal

Notary Public

Capacity Claimed by Signer

☐ Individual
☐ Corporate Officer

☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☒ Other: Partner

Signer Is Representing
California Cloverleaf Farms

Name of person(s) or entity(ies)

OFFICIAL SEAL
MELANIE ANNETTE LAYBOURN
NOTARY PUBLIC - OREGON
COMMISSION NO. 477556
MY COMMISSION EXPIRES APRIL 18, 2017

All Purpose Acknowledgement

State Of Oregon
County Of Klamath

On 16 July 2014 Before me, Melanie Annette Laybourn
date name of Notary Public

personally appeared Meridith Hailey Burroughs
name of signer

☐ personally known to me -OR- ☒ 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

Melanie Annette Laybourn
Witness my hand and official seal

Notary Public

Capacity Claimed by Signer

☒ Individual
☐ Corporate Officer

☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:

Signer Is Representing
Meridith Hailey Burroughs

Name of person(s) or entity(ies)

OFFICIAL SEAL
MELANIE ANNETTE LAYBOURN
NOTARY PUBLIC - OREGON
COMMISSION NO. 477556
MY COMMISSION EXPIRES APRIL 18, 2017

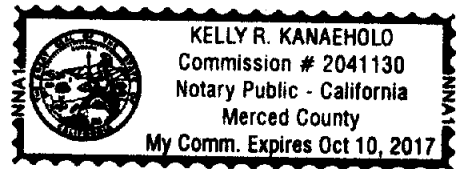
State of California)
County of Merced)

On July 11, 2014 before me, Kelly R. Kanaeholo, a notary public, personally appeared Ward N. Burroughs and Rose Marie Burroughs, 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 Kelly R. Kanaeholo



State of California

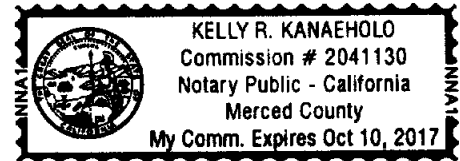
County of Merced }

On July 11, 2014 before me, Kelly R. Kanaeholo, a notary public, personally appeared William J. Ray, 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 Kelly R. Kanaeholo





FARM CREDIT LEASING

600 Highway 169 South, Suite 300
Minneapolis, MN 55426

Exhibit A

Contract No: 001-0063763-000

Dated As Of: July 10, 2014

This Exhibit A, shall be for the sole purpose of providing additional detailed information regarding the specification of the equipment to be leased. Upon execution by Lessee, it is made a part of that certain Schedule A referenced in the Contract Number listed above.

Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL PARTNERSHIP

See SIGNATURE PAGE

Equipment Description Detail:

- | | |
|-------|--|
| 76709 | One (1) New 2014 126 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Four hundred ninety (490) REC 255 PE PV Modules, 225W Poly Panels; Three (3) SMA STP24TL-USCU-10, NON-Isolated String Inverter, 24 kW Tripower; Two (2) SMA STP20TL-USCU-10, NON-Isolated String Inverter, 20 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Seventy-six (76) Fuse, MERSEN, 15 Amp 100 VDC; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical. |
| 77438 | One (1) New 2014 100 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Three hundred ninety-two (392) REC 255 PE PV Modules, 225W Poly Panels; Three (3) SMA STP24TL-USCU-10, Non Isolated String Inverter, 24 kW Tripower; One (1) SMA STP15TL-USCU-10, Non Isolated String Inverter, 15 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Sixty-two (62) Fuse, MERSEN, 15 Amp 100 VDC; One (1) Lot Schletter Inc. Ground Mount; Four (4) Midnite String Combiner with Disconnect 160A, 600VDC, 8-Strings; Eight (8) Disconnect Square D HU362RB 60 A 600V; Eight (8) Busbar, Square D, GTK0610; One (1) Lot Racking; and One (1) Lot Electrical. |
| 77439 | One (1) New 2014 100 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Three hundred ninety-two (392) REC 255 PE PV Modules, 225W Poly Panels; Three (3) SMA STP24TL-USCU-10, NON-Isolated String Inverter, 24 kW Tripower; One (1) SMA STP15TL-USCU-10, NON-Isolated String Inverter, 15 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Sixty-two (62) Fuse, MERSEN, 15 Amp 100 VDC; One (1) Lot Schletter Inc. Ground Mount; Four (4) Midnite String Combiner with Disconnect 160A, 600VDC, 8-Strings; Eight (8) Disconnect Square D HU362RB 60 A 600V; Eight (8) Busbar, Square D, GTK0610; One (1) Lot Racking; and One (1) Lot Electrical. |
| 77440 | One (1) New 2014 10 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Thirty-nine (39) REC 255 PE PV Modules, 225W Poly Panels; One (1) SMA Sunnyboy 6000US-12; One (1) SMA Sunnyboy 3800US-12; Three (3) SMA SWPB-US-10 Speedwire Webconnect Interface Card; Two (2) Breaker QO 40A 120/240VDC; One (1) Load Center; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical. |
| 77441 | One (1) New 2014 10 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Thirty-nine (39) REC 255 PE PV Modules, 225W Poly Panels; One (1) SMA Sunnyboy 6000US-12; One (1) SMA Sunnyboy 3800US-12; Three (3) SMA SWPB-US-10 Speedwire Webconnect Interface Card; Two (2) Breaker QO 40A 120/240VDC; One (1) Load Center; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical. |
| 77445 | One (1) New 2014 104 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Four hundred eight (408) REC 255 PE PV Modules; Three (3) SMA STP24TL-USCU-10, NON-Isolated String Inverter, 24 kW Tripower; One (1) SMA STP20TL-USCU-10, NON-Isolated String Inverter, 20 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Sixty-four (64) Fuse, MERSEN, 15 Amp 100VDC; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical. |