

**2015-003331****Klamath County, Oregon****04/10/2015 12:46:38 PM****Fee: \$127.00**

PREPARED BY,  
RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

White & Case LLP  
633 West Fifth Street, Suite 1900  
Los Angeles, CA 90071-2007  
Attention: Brenda T. Dieck, Esq.  
File No. 1448012-0011

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### LINE OF CREDIT INSTRUMENT

#### LINE OF CREDIT INSTRUMENT – AMENDMENT NO. 1 TO TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT AND FIXTURE FILING (OREGON)

##### LINE OF CREDIT INSTRUMENT (Oregon)

This Amendment is a LINE OF CREDIT INSTRUMENT and secures all present and future advances made under the Secured Debt Agreements (as hereinafter defined). (A) The maximum principal indebtedness amount to be advanced pursuant to the Secured Debt Agreements is One Billion One Hundred Forty Million U.S. Dollars (\$1,140,000,000). (B) The maximum principal indebtedness amount to be advanced pursuant to the Secured Debt Agreements may be exceeded by advances for matters referenced in ORS 86.155(2). (C) The term or maturity date, if any, under the Secured Debt Agreements, exclusive of any option to renew or extend such term or maturity date, is: **April 6, 2025.**

THIS LINE OF CREDIT INSTRUMENT – AMENDMENT NO. 1 TO TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT AND FIXTURE FILING (OREGON) (this “**Amendment**”) is effective as of April 6, 2015 by and from DRISCOLL STRAWBERRY ASSOCIATES, INC., a California corporation (“**Grantor**”), whose address is 345 Westridge Drive, Watsonville, California 95076-4169, to AmeriTitle Inc. (“**Trustee**”), having an address at 300 Klamath Avenue, Klamath Falls, Oregon 97601, for the benefit of AMERICAN AGCREDIT, PCA, as collateral agent (in such capacity, “**Collateral Agent**”) for and representative of the Secured Parties (Collateral Agent, together with its successors and assigns, “**Beneficiary**”), having an address at 5560 South Broadway, Eureka, California 95503. All initially capitalized terms used in this Amendment but not otherwise defined herein shall have the respective

meanings ascribed thereto in the Intercreditor Agreement (as hereinafter defined). This Amendment is subject to the provisions of the Intercreditor Agreement.

## RECITALS

**WHEREAS**, the parties hereto are party to that certain Trust Deed, Security Agreement, Assignment of Rents and Leases, Financing Statement and Fixture Filing (Oregon), dated as of December 23, 2010, executed by Grantor for the benefit of Beneficiary, and recorded on December 23, 2010 as Instrument/Recorder's No. 2010-014519 in the Official Records of Klamath County, Oregon (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, up to but not including the date hereof, the "**Existing Trust Deed**", and as amended by this Amendment and as further amended, restated, supplemented and/or otherwise modified from time to time, the "**Trust Deed**") encumbering certain real property as more particularly described in **Exhibit A** hereto.

**WHEREAS**, Grantor has entered into that certain Amended and Restated Credit Agreement, dated as of December 23, 2010 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified, Refinanced or replaced from time to time (including in accordance with Section 2.08 of the Intercreditor Agreement), up to but not including the date hereof, the "**Existing Revolving Loan Credit Agreement**"), among Grantor, as borrower and Wells Fargo Bank, National Association ("**Wells Fargo**"), as revolving loan lender (the "**Revolving Loan Lender Creditor**").

**WHEREAS**, Grantor has entered into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified, Refinanced or replaced from time to time (including in accordance with Section 2.08 of the Intercreditor Agreement) from time to time, the "**Revolving Loan Credit Agreement**"), among Grantor and the Revolving Loan Lender Creditor in order to amend and restate the Existing Revolving Loan Credit Agreement and pursuant to which the Revolving Loan Lender Creditor has agreed, from time to time, subject to the terms and conditions of the Revolving Loan Credit Agreement, to make revolving loans to Grantor.

**WHEREAS**, the Revolving Loan Lender Creditor or any affiliate thereof (the "**Revolving Loan Secured Hedging Creditors**") and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

**WHEREAS**, Grantor has entered into that certain Credit Agreement, dated as of December 23, 2010 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified, Refinanced or replaced from time to time (including in accordance with Section 2.08 of the Intercreditor Agreement) from time to time, up to but not including the date hereof, the "**Existing Term Loan Credit Agreement**"), among Grantor, as borrower, the term loan lenders party thereto and American AgCredit, PCA, as administrative agent (in such capacity and together with its successors (including successors in accordance with Section 2.08 of the Intercreditor Agreement), "**Term Loan Administrative Agent**").

**WHEREAS**, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified, Refinanced or replaced from time to time (including in accordance with Section 2.08 of the Intercreditor Agreement), the “**Term Loan Credit Agreement**”), among Grantor, the term loan lenders party thereto (the “**Term Loan Lenders**”; together with Term Loan Administrative Agent, collectively, the “**Term Loan Lender Creditors**”) and Term Loan Administrative Agent, in order to amend and restate the Existing Term Loan Credit Agreement and pursuant to which the Term Loan Lenders have agreed, from time to time, subject to the terms and conditions of the Term Loan Credit Agreement, to make term loans to Grantor.

**WHEREAS**, the Term Loan Lenders or any affiliate thereof (the “**Term Loan Secured Hedging Creditors**”; together with the Term Loan Lender Creditors, collectively, the “**Term Loan Secured Parties**”) and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

**WHEREAS**, Grantor and any other Grantor may from time to time enter into one or more indentures, credit agreements (excluding the Revolving Loan Credit Agreement and the Term Loan Credit Agreement) or other documents or instruments (each, an “**Other Agreement**”) with any holder of any Other Obligations and such holder’s Authorized Representative (collectively, the “**Other Lender Creditors**”), pursuant to which Grantor and any other Grantor may incur Other Obligations.

**WHEREAS**, the holders of any Other Obligations or any affiliate thereof (the “**Other Secured Hedging Creditors**”; together with the Other Lender Creditors, collectively, the “**Other Secured Parties**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

**WHEREAS**, Collateral Agent, Wells Fargo, as the Authorized Representative for the Revolving Loan Lender Creditor (in such capacity and together with its successors (including successors in accordance with Section 2.08 of the Intercreditor Agreement), “**Revolver Administrative Agent**”; together with the Revolving Loan Lender Creditor and the Revolving Loan Secured Hedging Creditors, collectively, the “**Revolving Loan Secured Parties**”) and Term Loan Administrative Agent entered into that certain Amended and Restated Intercreditor Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Intercreditor Agreement**”), to which Grantor and the other Grantors consented, pursuant to which Revolver Administrative Agent and Term Loan Administrative Agent have appointed, and upon its execution and delivery of an instrument substantially in the form of Annex B to the Intercreditor Agreement, each Authorized Representative for the Other Secured Parties of Series with respect to which it is acting in such capacity will appoint, Collateral Agent, and Collateral Agent has agreed to act, as Beneficiary under the Trust Deed for Revolver Administrative Agent, Term Loan Administrative Agent and each Authorized Representative for the Other Secured Parties of Series with respect to which it is acting in such capacity.

**WHEREAS**, the Secured Obligations (as defined in the Existing Trust Deed) under the OPIC Loan Agreement (as defined in the Existing Trust Deed) have been performed and repaid in full and shall no longer be secured by this Trust Deed or the other Security Documents.

**WHEREAS**, the Trust Deed remains in full force and effect and the security interest and the priority of such security interest granted to the Secured Parties continues (without interruption) thereunder and is reaffirmed hereunder.

**WHEREAS**, Beneficiary and Grantor desire to execute this Amendment pursuant to the terms of the Trust Deed, the Term Loan Credit Agreement and the Revolving Loan Credit Agreement to (i) give notice of the execution and delivery of (x) the Intercreditor Agreement, (y) the Revolving Loan Credit Agreement and (z) the Term Loan Credit Agreement, (ii) confirm that the Trust Deed shall continue to secure the Secured Obligations (as defined in the Trust Deed), (iii) give notice of the performance and repayment in full of the Secured Obligations (as defined in the Existing Trust Deed) under the OPIC Loan Agreement (as defined in the Existing Trust Deed) and (iv) make certain amendments to the Trust Deed, as more particularly described herein.

**NOW, THEREFORE**, in consideration of the execution and delivery by Beneficiary of (x) the Intercreditor Agreement, (y) the Revolving Loan Credit Agreement and (z) the Term Loan Credit Agreement and other benefits provided therein to Grantor and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor makes the following representations and warranties and hereby covenants and agrees with Beneficiary as follows:

#### **AMENDMENTS**

1. The text “Six Hundred Forty Million U.S. Dollars (\$640,000,000)” is deleted both times it appears within the Existing Trust Deed and replaced with the text “One Billion One Hundred Forty Million U.S. Dollars (\$1,140,000,000)”.

2. The text “December 1, 2020” is deleted each time it appears within the Existing Trust Deed and replaced with the text “April 6, 2025”.

3. The Recitals to the Existing Trust Deed are hereby amended and restated in their entirety as follows:

“WHEREAS, Wells Fargo Bank, National Association as bank (in such capacity and together with its successors (including successors in accordance with Section 2.08 of the Intercreditor Agreement), “**Revolving Loan Lender Creditor**”) and as administrative agent (in such capacity and together with its successors (including successors in accordance with Section 2.08 of the Intercreditor Agreement (as defined below), “**Revolver Administrative Agent**), has made and has agreed to make loans and make certain other credit facilities available to, or for the benefit of, Grantor pursuant to that certain Amended and Restated Credit Agreement, dated as of December 23, 2010 (as amended and restated on the date hereof and as further amended, restated, amended and restated, supplemented and/or otherwise modified, Refinanced or replaced from time to time (including in accordance with

Section 2.08 of the Intercreditor Agreement), the “**Revolving Loan Credit Agreement**”), between Grantor and the Revolving Loan Lender Creditor.

WHEREAS, the Revolving Loan Lender Creditor or any affiliate thereof (“**Revolving Loan Secured Hedging Creditors**”; together with Revolver Administrative Agent and Revolving Loan Lender Creditor, collectively, “**Revolving Loan Secured Parties**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

WHEREAS, the Lenders (as defined in the Term Loan Credit Agreement referred to herein) have made and have agreed to make loans and make certain other credit facilities available to, or for the benefit of, Grantor pursuant to that certain Credit Agreement, dated as of December 23, 2010 (as amended and restated on the date hereof and as further amended, restated, amended and restated, supplemented and/or otherwise modified, Refinanced or replaced from time to time (including in accordance with Section 2.08 of the Intercreditor Agreement), the “**Term Loan Credit Agreement**”), among Grantor, the Lenders and AAC, as arranger, administrative agent (in such capacity and together with its successors (including successors in accordance with Section 2.08 of the Intercreditor Agreement), “**Term Loan Administrative Agent**”; together with the Lenders, collectively, “**Term Loan Lender Creditors**”) and as Collateral Agent.

WHEREAS, the Lenders or any affiliate thereof (the “**Term Loan Secured Hedging Creditors**”; together with the Term Loan Lender Creditors, collectively, the “**Term Loan Secured Parties**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

WHEREAS, Grantor and any other Grantor (as defined in the Intercreditor Agreement referred to herein) may from time to time enter into one or more indentures, credit agreements (excluding the Revolving Loan Credit Agreement and the Term Loan Credit Agreement and any Refinancings thereof in accordance with Section 2.08 of the Intercreditor Agreement) or other documents or instruments (each, an “**Other Agreement**”) with any holder of any Other Obligations (as defined in the Intercreditor Agreement) and such holder’s Authorized Representative (collectively, the “**Other Lender Creditors**”), pursuant to which Grantor and any other Grantor may incur Other Obligations.

WHEREAS, the holders of any Other Obligations or any affiliate thereof (the “**Other Secured Hedging Creditors**”; together with the Other Lender Creditors, collectively, the “**Other Secured Parties**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements (as defined in the Intercreditor Agreement referred to herein).

WHEREAS, Collateral Agent, Revolver Administrative Agent, and Term Loan Administrative Agent have entered into that certain Intercreditor Agreement, dated as of December 23, 2010 (as amended and restated on the date hereof and as further amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), to which Grantor and the other Grantors consented, pursuant to which Revolver Administrative Agent and Term Loan Administrative Agent have appointed, and upon its execution and delivery of an instrument substantially in the form of Annex B to the Intercreditor Agreement, each Authorized Representative

for the Other Secured Parties of Series with respect to which it is acting in such capacity will appoint, Collateral Agent, and Collateral Agent has agreed to act, as Beneficiary under this Trust Deed for Revolver Administrative Agent, Term Loan Administrative Agent and each Authorized Representative for the Other Secured Parties of Series with respect to which it is acting in such capacity.

WHEREAS, Grantor is the owner of fee simple title to the Trust Property (hereinafter defined).

WHEREAS, it is a condition precedent to the making of the loans under the Revolving Loan Credit Agreement and the Term Loan Credit Agreement and the incurrence of the Other Obligations that Grantor has executed and delivered to Beneficiary this Trust Deed.

NOW THEREFOR, as security for the Secured Obligations (hereinafter defined) and in consideration of the payment of ten dollars (\$10.00) and other benefits accruing to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows.”

4. The definition of “Event of Default” in Section 1.1 of the Existing Trust Deed is hereby amended by (a) deleting the following text therefrom: “OPIC Loan Agreement, (ii)”, (b) renumbering the existing clause “(iii)” as “(ii)” and (c) renumbering the existing clause “(iv)” as “(iii)”.

5. The definition of “Permitted Encumbrances” in Section 1.1 of the Existing Trust Deed is hereby amended by:

- (a) inserting the following text before the semi-colon at the end of clause (iii) thereof:  
“and such Liens do not materially detract from the value of the property”;
- (b) deleting the text “and” appearing at the end of clause (xi) thereof;
- (c) deleting the period appearing at the end of clause (xii) thereof and inserting the text “; and” in place thereof; and
- (d) inserting the following text as new clause (xiii) and the end thereof:  
“(xiii) PACA Liens incurred in the ordinary course of business (a) for amounts not yet overdue or (b) for amounts that are overdue and that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor.”.

6. The definition of “Secured Debt Agreements” in Section 1.1 of the Existing Trust Deed is hereby amended by (a) deleting the following text therefrom: “the OPIC Loan Agreement, (ii)”, (b) renumbering the existing clause “(iii)” as “(ii)”, (c) renumbering the existing clause “(iv)” as

“(iii)”, (d) renumbering the existing clause “(v)” as “(iv)” and (e) renumbering the existing clause “(vi)” as “(v)”.

7. The definition of “Secured Obligations” in Section 1.1 of the Existing Trust Deed is hereby amended by (a) adding the following proviso at the end of existing clause (iv) thereof: “; provided that the Secured Obligations shall not include any Excluded Swap Obligation”, (b) deleting the existing clause (i) in its entirety, (c) renumbering the existing clause “(ii)” as “(i)”, (d) renumbering the existing clause “(iii)” as “(ii)” and (e) renumbering the existing clause “(iv)” as “(iii)”.

8. The definition of “Secured Parties” in Section 1.1 of the Existing Trust Deed is hereby amended by (a) deleting the following text therefrom: “the OPIC Loan Secured Parties, (iii)”, (b) renumbering the existing clause “(iv)” as “(iii)” and (c) renumbering the existing clause “(v)” as “(iv)”.

9. The definition of “Trust Property” in Section 1.1 of the Existing Trust Deed is hereby amended by (a) inserting the text “farm products, vines, ” immediately after the text “air rights, ” appearing in clause 9 thereof and (b) deleting the text “water or water rights” therefrom and replacing it with the text “Water Assets”.

10. The following definitions are hereby added to Section 1.1 in their proper alphabetical order:

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.”

“**Excluded Swap Obligation**” means, with respect to any guarantor of the Secured Obligations, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such guarantor of, or the grant by such guarantor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Subsidiary Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.”

“**Swap Obligation**” means, with respect to guarantor of the Secured Obligations, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.”

“**Water Assets**”: All right, title, and interest at any time of Grantor (or any of its bailees, agents or instrumentalities), whether now existing or hereafter arising or acquired, whether

direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations and however arising to utilize water on the Land, including without limitation, the following insofar as they relate to, or provide the right to use water on, the Land:

1. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Trust Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Grantor's right to remove and extract any such groundwater including any permits, decreed rights, unadjudicated claimed rights, certificates or licenses granted by any Government Authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (iii) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit, certificate or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

2. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

3. All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

4. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

5. All storage and treatment rights for any Water Asset, whether on or off the Land or other property of Grantor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;



6. All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

7. All systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Trust Property;

8. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset, to the extent transferable; and

9. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

References to “water” and “water rights” are used herein in the broadest and most comprehensive sense of the term(s), including unadjudicated claimed rights, inchoate rights and vested rights. The term “water” includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one’s share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.”

11. Section 3.9 of the Existing Trust Deed is hereby amended by inserting the text “by the Grantor” immediately following the text “covenants” appearing in the first line thereof.

12. Grantor hereby reaffirms to the Secured Parties each of the representations, warranties, covenants and agreements of Grantor set forth in the Trust Deed with the same force and effect as if each were separately stated herein and made as of the date hereof.

13. Grantor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Trust Deed, as amended by this Amendment, and each and every other document and/or instrument which evidences and/or secures payment of the Secured Obligations (as defined in the Trust Deed) represent the valid, enforceable and collectible obligations of Grantor and Grantor further acknowledges there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to any of the aforementioned instruments and/or documents known to Grantor and further acknowledges and represents that, to Grantor’s knowledge no event has occurred and no condition exists which would constitute an Event of Default (as defined in the Trust Deed) either with or without notice or lapse of time or both.

14. Except as specifically modified herein, all of the terms and provisions of the Trust Deed and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Trust Deed are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, Grantor specifically acknowledging the validity and enforceability thereof.

15. Grantor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes, reasonable attorneys' fees and expenses, and, to the extent incurred in connection with updating Beneficiary's existing title policy on the Mortgaged Property, charges for title examination and title insurance premiums.

16. The Secured Obligations secured by the Trust Deed, as amended by this Amendment, are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, security interest or assignment created or evidenced by the Trust Deed and all such liens, security interests and assignments created or evidenced by the Trust Deed and the priority thereof shall relate back to the date that the Trust Deed was filed as referenced in the recitals above. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Trust Deed or constitute a novation, termination or replacement of all or any part of the Secured Obligations.

17. This Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Trust Deed. As modified hereby, the Trust Deed is ratified and confirmed in all respects.

18. Grantor agrees to execute and deliver, or cause to be executed and delivered, to the Beneficiary all other instruments, certificates, agreements and consents as Beneficiary may reasonably require in order to confirm the terms of this Amendment.

19. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

21. It is hereby acknowledged and agreed that any reference to the "Trust Deed" in the Trust Deed shall be deemed to mean the Trust Deed as amended by this Amendment and as it may hereafter be further amended, restated, supplemented and/or otherwise modified from time to time.

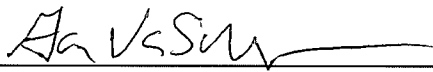
22. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

BENEFICIARY:

AMERICAN AGCREDIT, PCA,  
in its capacity as Collateral Agent

By:   
Name: Gary Van Schuyver  
Title: Regional Vice President

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.

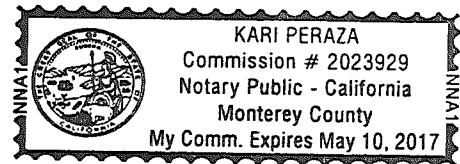
State of California  
County of Monterey

On March 30, 2015, before me, Kari Peraza, Notary Public personally appeared Gary Van Schuyver, 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  (Seal)



GRANTOR:

DRISCOLL STRAWBERRY ASSOCIATES, INC.,  
a California corporation

By: \_\_\_\_\_

*Sanjeev Tandon*

Name: Sanjeev Tandon

Title: Chief Financial Officer

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 Santa Cruz

On March 31, 2015, before me, Sharon L. Gutierrez personally appeared Sanjeev Tandon, 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/it~~ 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.

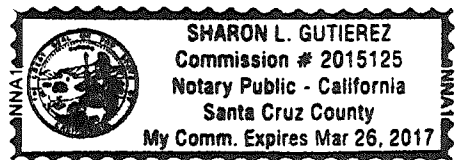
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*Sharon L. Gutierrez*

(Seal)



## EXHIBIT A

### Legal Description of Property ("Land")

#### PARCEL A: (Orem)

##### PARCEL 1:

Parcels 2 and 3 of Land Partition 16-99, said Land Partition being situated in the NW1/4, SW1/4, W1/2 SE1/4 of Section 9 and N1/2 of Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon,

ALSO

Parcel 3 of Land Partition 124-06, said Land Partition being a replat of Parcel 1 of Land Partition 16-99 and including other property, said Land Partition being situated in the NE1/4 of Section 8 and in the NW1/4 of Section 9, all in Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

##### PARCEL 2:

The SE1/4 SE1/4 and that portion of Government Lot 8 lying Southerly of the USBR D-10 Lateral in Section 9, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

##### PARCEL 3:

The following described property in Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Government Lot 13; that portion of Government Lot 9 in the NW1/4 SE1/4 and, all that portion of the W1/2 NE1/4 and of the NW1/4 lying Northerly and Easterly of Lost River, EXCEPT the following described portion thereof: That part of Government Lot 2 and of Government Lot 9 of Section 16 lying South of "J" Canal and Easterly of the new State Highway.

SAVING AND EXCEPTING from the above described property the following:

That portion of Government Lot 13 lying Easterly of a line lying 180 feet West of the East line of said lot.

Exhibit A-1

Right of way conveyed to the Modoc Northern Railway Company by deed recorded in Volume 30, page 138, Deed Records of Klamath County, Oregon and recorded in Volume 34, page 528, Deed Records of Klamath County, Oregon.

Right of way conveyed to the Great Northern Railway Company by deed recorded in Volume 84 on pages 627 and 628, Deed Records of Klamath County, Oregon.

Right of way conveyed to the Great Northern Railway Company by deed recorded in Volume 85, page 322, Deed Records of Klamath County, Oregon.

Right of way conveyed to the United States of America for Lower Lost River Channel Improvement by deed recorded in Volume 261, page 168, Deed Records of Klamath County, Oregon.

AND ALSO EXCEPTING THEREFROM any portion of Parcel 3 of said Land Partition 16-99.

PARCEL 4:

The following described parcel of land in Section 8, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

All that portion of the E1/2 E1/2, Section 8, lying North and East of Lost River and South of the Southern Pacific Railroad right of way.

PARCEL 5:

The following described property in Section 9, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

That portion of the SW1/4 of said Section 9 lying Northerly and Easterly of Lost River and Southwesterly of the Southern Pacific Railroad right of way.

PARCEL 6:

That portion of Government Lot 1 in Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the USBR "J" Canal.

PARCEL 7:

All that portion of the S1/2 N1/2 SW1/4 and S1/2 SW1/4 of Section 10, and all that portion of Government Lots 2 and 3 of Section 15, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, which lies West of the West line of the 9-E-2 Drain

Exhibit A-2

which runs North and South through the SE1/4 SW1/4 and which lies West of the West line of said Drain extended North to the North line of the S1/2 NE1/4 SW1/4 and South to the South line of Government Lot 2 in said Section 15.

ALSO

All that portion of the SE1/4 SW1/4 lying East of the 9-E-2 Drain in Section 10, EXCEPT THEREFROM the North 351 feet thereof and that portion of Lot 2, in Section 15, lying East of the 9-E-2 Drain and North of the North right of way line of the "J" Canal, all being in Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

ALSO

That portion of the S1/2 N1/2 SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, which lies Easterly of the Northerly extension of the East line of the 9-E-2 Drain which runs North and South through the SE1/4 SW1/4 of said Section 10.

EXCEPTING THEREFROM that portion thereof in Wilson Road.

ALSO

All that portion of the property in the S1/2 NE1/4 SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon, not previously granted in the deeds to Orem & Son recorded 11/28/77 in Volume 77, page 23045, and recorded March 10, 1970 in Volume M70, page 1936, all in Microfilm Records of Klamath County, Oregon, lying within the boundaries of the area that would be included in the USBR 9-E-2 Drain if the West and East lines of said drain were extended North to the North line of said S1/2 NE1/4 SW1/4 of Section 10.

AND EXCEPTING THEREFROM any portion thereof lying South of the USBR Canal in the NW1/4 of Section 15, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL 8

A tract of land situated in the N1/2 SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the NW corner of the S1/2 N1/2 SW1/4 of said Section 10; thence East along the North line of said S1/2 N1/2 SW1/4 to the East line of the SW1/4; thence North along said East line 164 feet; thence West parallel with the North line of said S1/2 N1/2 SW1/4 to

Exhibit A-3

the West line of the SW1/4; thence South along said line 164 feet to the point of beginning, EXCEPTING THEREFROM that portion thereof in Wilson Road.

**PARCEL B: (Chin)**

**PARCEL 1**

The SW1/4 SE1/4 and that portion of Lot 7 (NW1/4 SE1/4), Section 10, Township 41 South, Range 11 East of the Willamette Meridian lying Southerly of the Great Northern Railway Right of Way.

All that portion of Government Lot 1 in Section 15, Township 41 South, Range 11 East of the Willamette Meridian, lying West of the East line of the SW1/4 of the SE1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, extended South to the South line of said Lot 1.

**PARCEL 2**

A portion of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the one-quarter corner common to Section 9 and 10 of said Township and Range, thence South 89° 58' East 3.51 chains, more or less, to the projection of the center line of the 9-E-2 drain; thence South 34° 26' East along said center line 14.11 chains to its intersection with the North line of the S1/2 N1/2 SW1/4 of said Section 10; thence Easterly along said North line of S1/2 N1/2 SW1/4, 30.80 chains, more or less, to the East line of the SW1/4 of said Section 10; thence Northerly along the East line of the SW1/4 of said Section 10, 10 chains, more or less, to the Northeast corner of the NE1/4 SW1/4 of said Section 10; thence Westerly along the Northerly line of said NE1/4 SW1/4 to the intersection of the said Northerly line with the Southwesterly right of way line of the Great Northern Railway Company Railroad right of way; thence Northwesterly along said Southerly railroad right of way line to its intersection with the West line of said Section 10; thence Southerly along said West line of said Section 10 to the place of beginning.

EXCEPTING THEREFROM that portion described as follows: A triangular parcel of land located in the Northeast corner of the Northeast corner of the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Commencing at the Northeast corner of the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, extending thence West along the Northerly line of said SW1/4 366 feet, more or less, to the intersection of said line with the Northeasterly right of way line of the

Exhibit A-4



Great Northern Railway; thence Southeasterly along the Northeasterly right of way line of said Railway a distance of 399 feet, more or less, to the North-South center line of said Section 10; thence North along said center line a distance of 162 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of the S1/2N1/2SW1/4 of said Section 10, thence East along the North line of said S1/2N1/2SW1/4 to the East line of the SW 1/4; thence North along said East line 164.0 feet; thence West parallel with the North line of said S1/2N1/2SW1/4 to the West line of the SW 1/4; thence South along said line 164.00 feet to the point of beginning.

PARCEL 3

A portion of Lot 5, Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the one-quarter corner common to Section 9 and 10 of said Township and Range; thence South 89° 58' East 3.51 chains, more or less, to the projection of the center line of the 9-E-2-Drain; thence South 34° 26' East along the said center line 14.11 chains to its intersection with the North line of S1/2 N1/2 SW1/4 of said Section 10; thence West along said North line to the West line of said Section 10; thence North along said West line to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of the S1/2N1/2SW1/4 of said Section 10, thence East along the North line of said S1/2N1/2SW1/4 to the East line of the SW 1/4; thence North along said East line 164.0 feet; thence West parallel with the North line of said S1/2N1/2SW1/4 to the West line of the SW 1/4; thence South along said line 164.00 feet to the point of beginning

PARCEL 4

A tract of land situated in Government Lot 5 in Section 15, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Being that portion of Government Lot 5 lying Northerly of the North right of way line (Easement Line) of the J Canal.

PARCEL C: (Lyons)

PARCEL 1

Parcel 2 of Land Partition 27-03, said Land Partition being a replat of Parcel 2 of Minor Partition No. 80-53, situated in the W1/2 of Section 4 and the E1/2 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to James E. Henry and Lillian A. Henry, as tenants by the entirety, by deed completing Property Line Adjustment 36-06 recorded December 26, 2006 in Volume 2006, page 025348, Microfilm Records of Klamath County, Oregon, described as follows:

Beginning at the Northwest corner of said Parcel 2; thence along the boundary of said Parcel 2, North 86° 00' 00" East 1127.70 feet, South 68° 10' 07" East 90.20 feet and South 87° 19' 34" East 71.17 feet; thence leaving the said boundary of Parcel 2, on the arc of a curve to the left (radius point bears South 01° 59' 12" East 1551.00 feet and central angle equals 36° 56' 28") 1000.00 feet; thence South 51° 04' 20" West 100.00 feet; thence on the arc of a curve to the left (radius point bears South 47° 29' 59" East 1000.00 feet and central angle equals 22° 41' 18") 395.98 feet; thence West 77.65 feet to a point on the West line of said Parcel 2; thence North 701.18 feet to the point of beginning, with bearings based on the plat of LAND PARTITION 27-03 on file at the office of the Klamath County Clerk.

#### PARCEL 2

Parcel 3 of Land Partition 27-03, said Land Partition being a replat of Parcel 2 of Minor Partition No. 80-53, situated in the W1/2 of Section 4 and the E1/2 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

#### PARCEL D: (Pope)

That portion of the NE1/4 NE1/4 of Section 9, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying South of the Burlington Northern Railroad;

ALSO Government Lot 1 and that portion of Government Lot 8 in said Section 9, lying North of the U.S.B.R. Irrigation Lateral known as the Robinson Lateral as now located and constructed, which lateral extends across said Government Lot 8 in an Easterly – Westerly direction.

EXCEPTING THEREFROM that portion thereof conveyed to Great Northern Railway Company by deed from Fred L. Pope and Dora C. Pope, his wife, dated May 27, 1931, recorded May 28, 1931 in Volume 95, page 370, Deed Records of Klamath County, Oregon

Exhibit A-6