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Klamath County, Oregon
06/18/2015 11:12:10 AM
Fee: \$122.00

After recording, return to:

U.S. Bank National Association
as Custodian/Trustee for
Federal Agricultural Mortgage Corporation Programs
c/o Harvest Capital Company
690 NW 1st Avenue, Suite 101
P. O. Box 579
Canby, Oregon 97013

CONSENT TO TRANSFER AND ASSUMPTION AGREEMENT
Loan No. 20100100

THIS AGREEMENT is made and entered into this 23rd day of April 2015, by and among ROBERT S. BERMAN (the “**Original Borrower**”), and MDLN of Oregon, LLC, an Oregon limited liability company, (the “**Assuming Borrower**”), MARK ROGER TROTMAN and DAWN MARIE TROTMAN, husband and wife, LONNY EDWARD BALEY and NANCY LEOTA BALEY, husband and wife, and BALEY-TROTMAN FARMS, an Oregon General Partnership (collectively “**New Guarantors**”) and U. S. BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE FOR FEDERAL AGRICULTURAL MORTGAGE CORPORATION PROGRAMS (the “**Lender**”).

RECITALS:

A. Original Borrower obtained a loan in the original principal amount of \$1,050,000 (the “**Loan**”) from Harvest Capital Company (“**Harvest**”). The Loan is evidenced by a Promissory Note dated March 17, 2010, made by Original Borrower to the order of Harvest (the “**Note**”). The Note and Loan are secured by, among other things:

(i) A Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated March 17, 2010, from Original Borrower to Harvest, recorded March 24, 2010, as Instrument No. 2010-003658, Records of Klamath County, Oregon (the “**Deed of Trust**”);

(ii) A UCC-1 Financing Statement from Original Borrower, as debtor, to Harvest, as secured party, filed with the California Secretary of State on March 26, 2010 as No. 10-7226995081 (the “**Financing Statement**”).

The Deed of Trust and Financing Statement encumber the real property in Klamath County, Oregon described on attached Exhibit A (the “**Land**”) and certain related personal property and

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rights (collectively, the “**Property**”). The Note, Deed of Trust, Financing Statement, Environmental Indemnity Agreement and other agreements executed in connection with the Loan are hereafter collectively referred to as the “**Loan Documents**.” The Deed of Trust, Financing Statement and any other documents executed to secure the Loan are hereafter collectively referred to as the “**Security Documents**.”

B. Pursuant to an Assignment of Note and Deed of Trust dated March 2, 2011, and recorded March 9, 2011, as Instrument No. 2011-003392, Records of Klamath County, Oregon, Harvest assigned the Loans and Loan Documents to Lender. Pursuant to a UCC-3 Amendment filed with the California Secretary of State on March 4, 2011 as No. 11-72624724, Harvest assigned the Financing Statement to Lender.

C. Original Borrower intends to transfer the Property to Assuming Borrower.

D. The Original Borrower has requested the Lender’s consent to the acquisition of the Property by Assuming Borrower, and the assumption of the Loan by Assuming Borrower.

E. The Lender has agreed to consent to the transfer of the Property to Assuming Borrower (the “**Acquisition**”) and the assumption of the Loan but only upon the terms, covenants, and conditions herein contained.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt, and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

AGREEMENT:

1. **Confirmation of Loan.** All of the Loan Documents are hereby confirmed by the Original Borrower as being in full force and effect and the Original Borrower acknowledges that he has no defenses or offsets to any of his obligations thereunder and that the Lender has performed all of its obligations to this date. The parties hereto confirm that the principal of the Note as of the date hereof is \$915,819.31, and there is accrued but unpaid interest owing under the Note from January 1, 2015, at the rate of two and 66/100 percent (2.66%) per annum.

2. **Lender’s Consent.** Subject to the satisfaction of all of the Closing Conditions referred to below, the Lender consents to the Acquisition.

3. **Assuming Borrower’s Assumption.** The Assuming Borrower hereby assumes and agrees to pay and perform the Note and all of the Original Borrower’s unperformed past, current and future obligations evidenced by, or under, the Loan Documents and this Agreement as and when due. Assuming Borrower agrees with the Lender that this assumption

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specifically includes, without limitation, all of the Original Borrower's covenants and indemnities regarding the Property as well as the obligation to repay the Loan.

4. **Release of the Parties.** Upon the satisfaction of all of the Closing Conditions, and except for any obligations under the Loan Documents that become due prior to the date of satisfaction of all Closing Conditions, and except for any criminal or tortious conduct, intentional misrepresentations or fraud, or any waste or environmental contamination of the Property caused by the Original Borrower, his agents or employees, the Original Borrower shall be released from any further liability under all of the Loan Documents arising from and after the date of satisfaction of all Closing Conditions. The Original Borrower hereby acknowledges and affirms his continuing personal liability under the Loan Documents for all obligations thereunder that arose or became due prior to the date of satisfaction of all Closing Conditions.

5. **Release of Lender.** As part of the consideration for this Agreement, the Original Borrower and the Assuming Borrower, on behalf of themselves and their successors and assigns, hereby each acknowledge that they have no claims of whatsoever nature against the Lender in connection with the Loan and forever release, waive and discharge the Lender from, and covenant not to bring any suit against the Lender for, any such claim, cause of action, demand, suit, cost or expense they may have, of whatsoever nature and kind, based on any facts existing prior to the date of this Agreement. Said releasing parties acknowledge that this release extends to known and unknown claims.

6. **Obligations Secured.** The Security Documents shall continue to secure the entire principal and interest of the Note, and shall continue to secure the other obligations stated in the Security Documents. The Assuming Borrower acknowledges that it is acquiring the Property subject to the Security Documents and hereby grants to the Lender as additional security for the Loan a security interest in the personal property described in the Deed of Trust associated with the Property, and the proceeds thereof, which are or hereafter become located upon or used in connection with the Land and all replacements, accessions and additions thereto as described in the Deed of Trust. Said security interest and the Lender's rights with respect thereto shall be governed by the terms of the Deed of Trust, which for such purpose are incorporated herein by this reference, and shall be perfected by the filing by the Lender of an amendment to the existing Financing Statement, and/or at Lender's election, a new financing statement in which Assuming Borrower is identified as debtor. The Deed of Trust constitutes a fixture filing under the Uniform Commercial Code.

7. **Assuming Borrower's Representations.**

Assuming Borrower and New Guarantors represent and warrant to Lender as follows:

(a) There is no suit, claim, or other controversy pending, or to Assuming Borrower's and New Guarantors' knowledge, threatened, which could materially and adversely affect such Assuming Borrower's or New Guarantors' businesses, assets, or properties.

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(b) There is no action pending or, to Assuming Borrower's and New Guarantors' knowledge, threatened, under any federal or state law which permits forfeiture of Assuming Borrower's interest in the Property, including, but not limited to, any indictment under the Racketeer Influenced and Corrupt Organization Act of 1970 (RICO); nor to Assuming Borrower's and New Guarantors' knowledge, are any of Assuming Borrower and New Guarantors a target of any investigation with respect to a violation of any such federal or state law.

(c) Each of Assuming Borrower and New Guarantors have filed all tax returns which are required by federal or state law to be filed by them and has paid all of its taxes that have become due. Neither assuming Borrower or any of New Guarantors are foreign persons, a national of any foreign country, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and applicable regulations).

(d) The execution and delivery of this Agreement, and performance of the Loan Documents do not and will not violate or contravene in any way any indenture, agreement or any other instrument to which Assuming Borrower or any of New Guarantors may be bound, or be in conflict with, result in a breach of or constitute a default under any such indenture, agreement or other instrument or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Assuming Borrower or New Guarantors, and no action or approval with respect thereto by any third person is required.

(e) The individuals executing this Agreement on behalf of Assuming Borrower have and had all requisite power and authority to execute and deliver the Agreement and to carry out the transactions contemplated thereby and Assuming Borrower has all requisite power and authority to carry on its businesses as now being conducted and as presently proposed to be conducted, and to own the Property.

(f) There is not pending against Assuming Borrower or any of New Guarantors any petition in bankruptcy (whether voluntary or otherwise), any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the federal bankruptcy laws of the United States or of any State thereof or any other action brought under the aforesaid bankruptcy laws.

(g) None of Assuming Borrower or any New Guarantor has any present intent to (i) file any voluntary petition under any Chapter of the United States Bankruptcy Code, or in any manner to seek relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any local, state, federal or other insolvency laws or laws providing for relief of debtors, or in equity, or directly or indirectly to file any such petition or to seek any such relief, either at the present time or at any time hereafter; or (ii) directly or indirectly to cause any involuntary petition under any Chapter of the United States Bankruptcy Code to be filed against

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Assuming Borrower or any of New Guarantors or directly or indirectly to cause to become the subject of any proceedings pursuant to any local, state, federal or other insolvency laws or laws providing for the relief of debtors, or in equity, either at the present time, or at any time hereafter; or (iii) directly or indirectly to cause any collateral securing the Loan, or any portion thereof or any interest of Assuming Borrower therein, to become the property of any bankruptcy estate or the subject of any local, state, federal or other bankruptcy, dissolution, liquidation or insolvency proceedings, or in equity, either at the present time. Assuming Borrower and New Guarantors agree that the filing of any such petition or the seeking of any such relief by Assuming Borrower or any of New Guarantors or the participation of Assuming Borrower or any of New Guarantors in such filing or seeking of such relief, whether directly or indirectly, for the purpose in whole or in part of adversely affecting Lender's rights hereunder, would be without merit and in bad faith.

(h) Assuming Borrower is solvent, the value of Assuming Borrower's assets exceeds the amount of Assuming Borrower's liabilities (both direct and contingent) and Assuming Borrower has the ability to pay its debts as they become due or mature. Each of Assuming Borrower and New Guarantors have received at least "reasonably equivalent value" (as such phrase is used in Section 548 of the Bankruptcy Code Act and in comparable provisions of other applicable law) and more than sufficient consideration to support their obligations herein. Immediately after and giving effect to the assumption of the Loan, Assuming Borrower will be solvent. None of the transactions contemplated by Assuming Borrower and New Guarantors herein are done with the intent to hinder, defraud, or delay any rights that creditors of Assuming Borrower and New Guarantors may have with respect to Assuming Borrower and New Guarantors.

(i) Assuming Borrower and New Guarantors warrant, represent and covenant that neither Assuming Borrower or any of New Guarantors, any affiliate of Assuming Borrower or New Guarantors nor any person owning an interest in Assuming Borrower or New Guarantors is or will be an entity or person (i) that is listed in the Annex to, or otherwise subject to, the provisions of Executive Order 13224 issued September 24, 2001 ("**EO13224**"), (ii) whose name appears on the most current list of the United States Treasury Department's Office of Foreign Assets Contract ("**OFAC**") list of "**Specifically Designed National and Blocked Persons**," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, www.treas.gov/ofac/t11sdn.pdf) as those terms are defined in the OFAC Regulations (31 CFR Section 500, *et seq.*); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO 13224, or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in subparts [i] – [iv] above are herein referred to as a "**Prohibited Person**"). Assuming Borrower and New Guarantors each covenants and agrees that they will (i) not conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224.

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Assuming Borrower and New Guarantors further covenant and agree to deliver (from time to time) to Lender any such certification or other evidence as may be requested by Lender in its sole and absolute discretion, confirming that (i) Assuming Borrower and New Guarantors are not a Prohibited Person and (ii) Assuming Borrower and New Guarantors have not engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

(j) No default or event of default under any of the Loan Documents has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default under any of the Loan Documents.

(k) All of the warranties and representations contained in the Loan Documents are true, correct, complete and accurate on the date of this Agreement, except as may be amended or changed due to this Agreement.

Should any of the statements, warranties, covenants, or representations contained herein prove to be false, such circumstances shall constitute an Event of Default under this Agreement and under each of the other Loan Documents.

8. **Expense Reimbursements.** The Assuming Borrower shall reimburse the Lender upon demand for all recording fees and other costs, expenses and attorneys' fees incurred by the Lender in connection with this Agreement or the satisfaction of any of the Closing Conditions (the "**Expense Reimbursements**"), regardless of whether the Acquisition and assumption contemplated by this Agreement are consummated.

9. **Service Fee.** The Assuming Borrower shall pay to Harvest Capital Company a service fee of \$9,159.00 (the "Service Fee").

10. **Assuming Borrower's Address.** From and after the Closing Date, the Lender shall send all notices it gives to Assuming Borrower under the Loan Documents to the Assuming Borrower at the following address:

MDLN of Oregon, LLC
P.O. Box 531
Merrill, OR 97633

11. **Conditions to Closing.** None of the Lender's consents evidenced by this Agreement shall be effective unless each of the following conditions (the "**Closing Conditions**") is satisfied on or before May 15, 2015, or such later date as the Lender may agree to in writing in its sole and absolute discretion;

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- (a) the Lender's receipt of this Agreement without modification executed by the Original Borrower, the Assuming Borrower and New Guarantors;
- (b) the Lender's receipt of the Expense Reimbursements;
- (c) the Lender's receipt of the Service Fee;
- (d) the Lender's receipt of the Assuming Borrower's property and liability insurance certificates as required by the Deed of Trust;
- (e) the Lender's receipt of absolute, unconditional, and irrevocable guarantees of the obligations of Assuming Borrower under the Loan and documents, executed by each of the New Guarantors, in a form and substance acceptable to Lender in its sole discretion;
- (f) the Lender's receipt of true and complete copies of Assuming Borrower's Articles of Organization and Operating Agreement, certified to be true by the Manager or Member of the Assuming Borrower and certifying the identity of its current members;
- (g) the Lender's receipt of a true and complete copy of the Partnership Agreement of Baley-Trotman Farms, certified to be true by a partner of Baley-Trotman Farms, and certifying the identity of its current partners; and
- (h) Lenders receipt of true and complete copies of the document effecting the Acquisition, including without limitation, (i) a bill of sale transferring the personal property included in the Property, and (ii) transfer documents sufficient to vest title to the mobile home included in the Property in Assuming Borrower, and showing Lender as sole lienholder.
- (i) A UCC-1 Financing Statement showing Assuming Borrower as debtor, Lender as secured party, and describing as collateral the personal property included in the Property, has been filed with the Oregon Secretary of State, and there are no prior UCC filings covering such personal property in favor of any third party.

The date on which such conditions are satisfied shall be the "**Closing Date.**"

The Original Borrower and Assuming Borrower acknowledge and agree that they shall remain liable for the Expense Reimbursements and Service Fee irrespective of whether any other Closing Condition is satisfied or the remainder of this Agreement becomes effective.

12. **Consent Limited; No Waiver.** The Lender's consent in this Agreement is limited to this transaction only, and this Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Loan Documents in any respect except as herein specifically set forth or as otherwise expressly agreed to by the Lender in writing, including any conditions to or fees which may be imposed for, and the right of Lender to require payments in

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the Loan in full upon, any future transfer or conveyance of the Property or any interest in the Assuming Borrower.

13. **No Implied Modifications.** Except as otherwise stated in this Agreement, nothing herein contained shall be considered as modifying, releasing, altering or affecting the Loan Documents, the original priority of the Security Documents, or the rights, benefits, duties or obligations of the parties thereto.

14. **Attorneys' Fees.** The prevailing party in any arbitration or litigation concerning this Agreement shall be entitled to be paid its court costs and attorneys' fees by the party against whom judgment is rendered, including such costs and fees as may be incurred on appeal.

15. **Assignments Prohibited.** This Agreement may not be assigned by the Original Borrower or the Assuming Borrower in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate), without the prior and express written consent of the Lender in each instance. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

16. **Time of Performance.** Time is of the essence of each and every term, covenant and condition hereof.

17. **Waiver of Jury Trial.** Each of the parties hereto waives any rights to a trial by jury in any action or proceeding to enforce or defend any rights (a) under this Agreement or any Loan Document, or (b) arising from any lending relationship existing in connection with this Agreement or any Loan Document, and each of such parties agrees that any such action or proceeding shall be tried before a judge and not before a jury.

18. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Oregon (excluding choice-of-law principles). The terms of this Agreement have been mutually negotiated with each party having the opportunity to seek the advice of legal counsel and shall not be construed against any party. The headings in this Agreement are inserted solely for the purpose of convenience and shall not affect the interpretation of the provisions hereof. If any portion of this Agreement is held to be invalid by any court of competent jurisdiction, such ruling shall not affect the remaining terms hereof unless and to the extent it includes a specific determination that the fundamental purposes of this Agreement are thereby significantly impaired. The capitalized terms in this Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Documents. All sums referred to in this Agreement shall be calculated by and payable in the lawful currency of the United States. The Assuming Borrower's obligations under this Agreement are secured by the Security Documents and any default under this Agreement shall constitute a default under the Loan Documents.

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19. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties hereto regarding the subject matter hereof, and no oral understandings, written agreements or representations exist which are in addition to or contradict or expand upon the terms herein set forth. No amendments, variations, waivers, modifications or changes to this Agreement shall be effective unless in writing and signed by each of the parties hereto subsequent to the date hereof.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Agreement may be attached to one copy to form one complete document. Each executed counterpart of this Agreement shall be deemed an original and may be recorded in any county in which any portion of the Property is located.

21. **Notice.** UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

[signature pages to follow]

Loan No. 20100100

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ORIGINAL BORROWER:

Robert S. Berman
Robert S. Berman

ASSUMING BORROWER:

MDLN of Oregon, LLC
an Oregon limited liability company

By: Mark R. Trotman
Mark Roger Trotman, Member

By: Dawn M. Trotman
Dawn Marie Trotman, Member

By: Lonny Edward Baley, Member
(also known as Lon E. Baley)

By: Lon Baley by Mark R. Trotman POA
Mark Trotman, his attorney in fact under
Durable Power of Attorney dated March 3,
2015

By: Nancy Leota Baley, Member
(also known as Nancy Baley)

By: Nancy Baley by Mark R. Trotman POA
Mark Trotman, her attorney in fact under
Durable Power of Attorney dated March 3,
2015

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NEW GUARANTORS

Baley-Trotman Farms, an Oregon General Partnership

By: Lonny Edward Baley, Partner (also known as Lon E. Baley)

By: Lon Baley by Mark R. Trotman POA
Mark Trotman, his attorney in fact under
Durable Power of Attorney dated March 3,
2015

By: Mark R. Trotman
Mark Roger Trotman, Partner

Lonny Edward Baley (individually)

By: Lon Baley by Mark R. Trotman POA
Mark Trotman, his attorney in fact under Durable
Power of Attorney dated March 3, 2015

Nancy Leota Baley, (individually)

By: Nancy Baley by Mark R. Trotman POA
Mark Trotman, her attorney in fact under Durable
Power of Attorney dated March 3, 2015

By: Mark R. Trotman
Mark Roger Trotman (individually)

By: Dawn M. Trotman
Dawn Marie Trotman (individually)

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LENDER:

U.S. BANK NATIONAL ASSOCIATION, AS
CUSTODIAN/TRUSTEE FOR FEDERAL
AGRICULTURAL MORTGAGE CORPORATION
PROGRAMS

By: Harvest Capital Company, its attorney in fact

By: Rachel Ann Smith
Its: Vice President

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Mark Roger Trotman, Member of MDLN of Oregon, LLC, an Oregon limited liability company.



Cherice F. Treasure
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Dawn Marie Trotman, Member of MDLN of Oregon, LLC, an Oregon limited liability company.



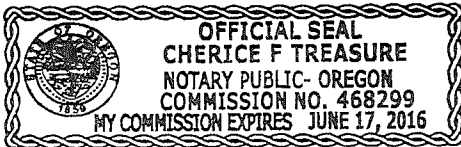
Cherice F. Treasure
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

Loan No. 20100100

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Mark Trotman, attorney in fact under Durable Power of Attorney dated March 3, 2015, for Lonny Edward Baley, Member of MDLN of Oregon, LLC, an Oregon limited liability company.



Cherice F. Treasure

NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Mark Trotman, as attorney in fact under Durable Power of Attorney dated March 3, 2015, for Nancy Leota Baley, Member of MDLN of Oregon, LLC, an Oregon limited liability company.



Cherice F. Treasure

NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015 by Mark Trotman, attorney in fact under Durable Power of Attorney dated March 3, 2015, for Lonny Edward Baley, Partner in Baley-Trotman Farms, an Oregon General Partnership.



Cherice F. Treasure

NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

Loan No. 20100100

STATE OF OREGON)
County of Klamath) ss.

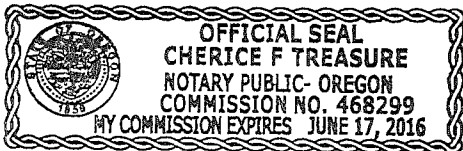
This instrument was acknowledged before me on June 16, 2015, by Mark Trotman,
Partner of Baley-Trotman Farms, an Oregon General Partnership.



Cherice F. Treasure
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

STATE OF OREGON)
County of Klamath) ss.

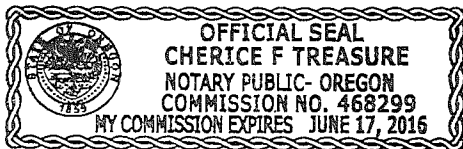
This instrument was acknowledged before me on June 16, 2015, by Mark Roger
Trotman.



Cherice F. Treasure
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Dawn Marie
Trotman.



Cherice F. Treasure
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/17/2016

Loan No. 20100100

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Mark Trotman, attorney in fact under Durable Power of Attorney dated March 3, 2015, for Lonny Edward Baley.



Cherice F. Treasure

NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/17/2016

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me on June 16, 2015, by Mark Trotman, as attorney in fact under Durable Power of Attorney dated March 3, 2015, for Nancy Leota



Cherice F. Treasure

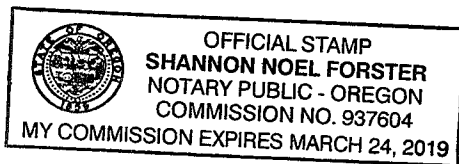
NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/17/2016

STATE OF OREGON)

County of Clackamas) ss.

This instrument was acknowledged before me on April 23, 2015, by Royce Ann Simmons at Harvest Capital Company, as attorney in fact for U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs.



Shannon Noel Forster

NOTARY PUBLIC FOR OREGON

My Commission Expires: March 24, 2019

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EXHIBIT A

Legal Description

PARCEL 1:

The following described real property situate in Klamath County, Oregon, to wit:

Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Section 21: E1/2 E1/2

Section 22: NW1/4 NW1/4, S1/2 NW1/4, SW1/4, SW1/4 SE1/4

Section 27: E1/2, N1/2 NW1/4, SE1/4 NW1/4

Section 28: NE1/4 NE1/4

Section 34: N1/2 NE1/4

EXCEPTING THEREFROM all of the following parcel lying East of the Bly/Bonanza Cut Off Road:

Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Section 22: SW1/4 SE1/4

Section 27: E1/2

Section 34: N1/2 NE1/4

PARCEL 2:

All of the following parcel lying East of the Bly/Bonanza Cut Off Road:

Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Section 22: SW1/4 SE1/4

Section 27: E1/2

Section 34: N1/2 NE1/4