

2017-007682
Klamath County, Oregon
07/11/2017 08:54:00 AM
Fee: \$147.00



Prepared By: Harvest Capital Company
Mail to: Attn: Royce Ann Simmons
P.O. Box 579
Canby, OR 97013

STATE OF OREGON
COUNTY OF KLAMATH

NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

This NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is entered into as of July 7, 2017 (the "**Effective Date**"), between U.S. BANK NATIONAL ASSOCIATION as Custodian/Trustee ("**Lender**"), and CHILOQUIN SOLAR LLC, an Oregon limited liability company ("**Tenant**").

A. Peter M. Bourdet and Linda Long, as tenants by the entirety (collectively, the "**Lessor**"), owns the real property located in Klamath County, Oregon (such real property, including all buildings, improvements, structures and fixtures located thereon, shall be hereinafter referred to as the "**Lessor's Premises**"), including that portion of Lessor's Premises as described in the Lease and more particularly described on **Exhibit A** attached hereto (the "**Tenant's Premises**").

B. Harvest Capital Company ("**Harvest**") made a loan (the "**Loan**") to Lessor, which Loan is secured, in part, by that certain Mortgage, Assignment of Rents and Security Agreement and Fixture Filing dated December 14, 2006, by and among Lessor, as the borrower/mortgagor, and Harvest, as the lender/mortgagee, which was recorded December 21, 2006, as instrument 2006-025145 in the deed records of Klamath County, Oregon, re-recorded to correct a portion of the legal description February 23, 2007, as instrument 2007-003113, and was subsequently assigned by Harvest to Lender by Assignment of Note and Mortgage dated March 2, 2011, and recorded March 9, 2011, as instrument 2011-003391 in the Klamath County, Oregon deed records. (as amended, modified, supplemented, restated or otherwise changed from time to time, the "**Mortgage**").

C. Lender appointed Harvest as servicer of the Loan and granted Harvest that certain Limited Power of Attorney, a copy of which is attached hereto as **Exhibit B** (the "**POA**").

D. Pursuant to the terms of the POA, Harvest has the authority to enter into and execute this Agreement on behalf of the Lender.

E. Pursuant to that certain Lease Agreement, dated as of March 2, 2017, between Lessor and Tenant, as amended by that certain First Amendment to Lease Agreement dated June 5, 2017 (as such may be further amended from time-to-time, collectively, the "**Lease**"), Lessor demised to Tenant the Tenant's Premises.

F. Tenant and Lender desire to confirm the relative priorities of their interests in Lessor's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

1. DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Environmental Attributes. "**Environmental Attributes**" means any and all environmental, power source, and emission characteristics, credits, reductions, offsets, allowances, and benefits, including green tags and renewable energy credits, howsoever entitled, directly or indirectly attributable to the generation of electricity from the Solar Facility or otherwise arising from construction, ownership or operation of the Solar Facility. Environmental Attributes include but are not limited to (i) any benefit accruing from the renewable nature of solar generated energy; (ii) any avoided emissions of pollutants to the air, soil, or water; (iii) any avoided emissions of carbon dioxide, methane and other greenhouse gases that may contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (iv) any personal property rights that may exist with respect to the foregoing attributes, howsoever entitled, (v) displacements of energy generation by fossil-fuel-consuming or greenhouse gas emitting generation resources; and (vi) any related reporting rights with respect to these avoided emissions.

1.2 Environmental Incentives. "**Environmental Incentives**" means all (i) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the Solar Facility; (ii) grants or subsidies for which the Solar Facility may be eligible, and (iii) any other financial incentives associated with the Solar Facility granted by any Person.

1.3 Foreclosure Event. A "**Foreclosure Event**" means: (a) foreclosure under the Mortgage; (b) any other exercise by Lender of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which a Successor Lessor becomes owner of Lessor's Premises; or (c) delivery by Lessor to Lender (or its designee or nominee) of a deed or other conveyance of Lessor's interest in Lessor's Premises in lieu of any of the foregoing; or (d) the appointment of a receiver or an assignment for the benefit of creditors.

1.4 Former Lessor. A "**Former Lessor**" means Lessor and any other party that was Lessor under the Lease at any time before the occurrence of any attornment under this Agreement.

1.5 Offset Right. An “**Offset Right**” means any right or alleged right of Tenant to any offset, defense claim, counterclaim, reduction, deductions or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or other applicable law) from Lessor’s breach or default under the Lease.

1.6 Rent. The “**Rent**” means any fixed rent, base rent or additional rent under the Lease, and includes, but is not limited to, Tenant’s obligations for taxes and utilities.

1.7 Solar Facility. The “**Solar Facility**” means the Tenant’s solar photovoltaic generating facility and all related equipment located on Tenant’s Premises.

1.8 Successor Lessor. A “**Successor Lessor**” means any party that becomes owner of Lessor’s Premises during and following a Foreclosure Event.

1.9 Termination Right. A “**Termination Right**” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction, arising (whether under the Lease or under applicable law) from Lessor’s breach or default under the Lease.

2. TENANT’S ACKNOWLEDGEMENT OF ITS SUBORDINATED INTEREST.

Tenant confirms and acknowledges that the Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage and all advances made under the Mortgage. Notwithstanding the foregoing, Lender acknowledges and agrees that title to the Solar Facility shall be held by Tenant; that Tenant is the exclusive owner of the Solar Facility, the electricity generated by the Solar Facility, and all Environmental Attributes and Environmental Incentives related to the Solar Facility; that Lender acknowledges and agrees that it has no lien, security interest or other encumbrance on the Solar Facility or any other property of the Tenant; and that neither Lender nor Successor Lessor shall directly or indirectly cause, create, incur, assume or suffer to exist any liens, security interests or other encumbrances on or with respect to the Solar Facility or any other property of the Tenant or any interest herein.

3. NON-DISTURBANCE; RECOGNITION AND ATTORNMENT

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated, Lender shall not name or join Tenant as a defendant in any exercise of Lender’s rights and remedies arising upon a default under the Mortgage, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Lessor or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

3.2 Non-Disturbance and Attornment. (a) Successor Lessor shall not terminate or disturb Tenant’s possession of Tenant’s Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Lessor shall be bound to Tenant under all of the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Lessor as Tenant’s direct Lessor under the Lease as modified by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease in

accordance with its terms (except as provided in this Agreement) between Successor Lessor and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Lessor or Tenant to execute any further documents. Tenant and Successor Lessor shall, however, confirm the provisions of this Article in writing upon written request by either of them.

4. PROTECTION OF SUCCESSOR LESSOR.

Notwithstanding anything to the contrary in the Lease or the Mortgage, the Lease is modified with respect Lender and Successor Lessor as follows:

4.1 Claims Against Former Lessor. Any Offset Right that Tenant may have against any Former Lessor relating to any event or occurrence, including any claim for damages of any kind whatsoever shall not be valid against Lender or Successor Lessor.

4.2 Modification, Amendment or Waiver. Any modification or amendment of the Lease which reduces the rent payable pursuant to the Lease or the Lease term, or any waiver of any terms of the Lease, made without Lender's prior written consent shall not be valid against Lender or Successor Lessor.

4.3 Surrender, Etc. Any consensual or negotiated surrender, cancellations or termination of the Lease, in whole or in part, agreed upon between Lessor and Tenant, unless effected pursuant to the express terms of the Lease or made with Lender's prior written consent shall be voidable in the sole discretion of Lender or Successor Lessor.

4.4 Casualty; Condemnation. Neither Lender, nor Successor Lessor shall be liable for, or bound by, any obligation of Former Lessor to restore the Lessor's Premises, including the Tenant's Premises, subject to the terms of the Mortgage with respect to the disposition of such proceeds or awards.

4.5 Adjacent Property. Neither Lender, nor Successor Lessor shall be liable for, or bound by, any provisions regarding or referring to "Adjacent Property" that is not owned or controlled by Lender or Successor Lessor.

4.6 Subsection 3.2-Lease Extensions. Tenant may extend the Initial Term by providing written notice to Lender and Successor Lessor not less than ninety (90) days prior to the expiration of the Initial Term or of an immediately preceding Renewal Term.

4.7 Subsection 3.3-Termination by Tenant. In the event of such termination, Tenant shall pay Rent through the last day Tenant shall have restored the Tenant's Premises and any Easements pursuant to Section 9 of the Lease as modified herein.

4.8. Subsection 5.2-Construction; Maintenance; Compliance with Laws. Tenant shall not bring an action or initiate a legal proceeding in the name of Lender without further, prior, written consent of Lender.

4.9 Subsection 8.6 Tax Credits. Lender and Successor Lessor shall reasonably cooperate with Tenant in the event the Lease needs to be modified in order for the Tenant to be eligible for such tax credit, benefit or incentive.

4.10 Section 9. The Restoration Period is ninety (90) days; Tenant shall restore all areas of Lessor's Property within easements; and Tenant shall remove all paved roads or access and any subsurface improvements upon the reasonable demand of Lender or Successor Lessor.

4.11 Subsection 9.2-Mortgages/Transfers. Tenant may only use the Leased Premises for the permitted use as defined under Section 2 of the Lease unless it receives prior written consent of Lender or Successor Lessor.

4.12 Subsection 9.4 – Landlord Mortgage and Landlord Liens. In the event Lender's lien remains in place if Lender forecloses or through a Successor Lessor, it will not consent to a subordination of its mortgage. However, it will enter into a mutually agreeable nondisturbance and attornment agreement substantially similar to this Agreement.

4.13 Subsection 9.3-Estoppel Certificates and Cooperation. The obligations in Subsection 9.3 shall be mutual. Tenant shall not withhold the payment of Rent.

4.14 Subsection 10.1. In the event a Notice Party cannot exercise remedies without taking possession (e.g. bankruptcy), such Notice Party shall use commercially reasonable efforts to obtain possession as promptly as it can under the circumstances.

4.15 Subsection 11.4(b). Neither Lender, nor Successor Lessor, shall be obligated to Tenant or any Notice Party for liquidated damages.

4.16 Section 13. Neither Lender, nor Successor Lessor shall assume or be bound by any representation or warranty made by any prior landlord under the Lease.

4.17 Subsection 14.1-Confidentiality. Tenant's consent to Lender or Successor Lessor shall not be withheld unreasonably.

4.18 Subsection 14.2. Any evaluation of a Force Majeure shall be based on a reasonableness standard.

4.19 Subsection 14.14-Right of First Offer. Subsection 14.14 does not apply to Lender or Successor Lessor.

5. LENDER'S RIGHT TO CURE.

5.1 Notice to Lender. Notwithstanding anything to the contrary in the Lease, before exercising any Termination Right or Offset Right, Tenant shall provide Harvest and Lessor with notice of the breach or default by Lessor giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

5.2 Lender's Cure Period. After Harvest receives a Default Notice, Lender shall have a period of thirty (30) days beyond any cure period provided to Lessor under the Lease in which

to cure the breach or default by Lessor. Not later than ten (10) days after Harvest's receipt of the Default Notice, Harvest shall provide written notice to Tenant indicating Lender intends to cure the breach or default by Lessor. Neither Harvest, nor Lender, shall have an obligation to cure any breach or default by Lessor, except to the extent that Harvest or Lender agrees or undertakes otherwise in writing. Notwithstanding anything herein to the contrary, Lender acknowledges and agrees that Tenant shall be entitled to remove the Solar Facility or any part thereof and any related equipment from the Tenant's Premises at any time.

5.3 Extended Cure Period. In addition, as to any breach or default by Lessor the cure of which requires possession and control of Lessor's Premises, Lender's cure period shall continue for such additional time as Lender may reasonably require to either (a) obtain possession and control of Lessor's Premises and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

6. RENT PAYMENT NOTICES.

From and after Tenant's receipt of a written notice from Harvest demanding that Tenant pay Rent as directed by Harvest ("**Rent Payment Notice**"), Tenant shall pay all Rent to Harvest or as Harvest shall direct in writing, until such time as Harvest directs otherwise in writing. Tenant shall comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion from Lessor. Harvest's delivery to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (a) cause Harvest or Lender to succeed to or to assume any obligations or responsibilities as Lessor under the Lease, all of which shall continue to be performed and discharged solely by Lessor; or (b) relieve Lessor of any obligations under the Lease.

7. TENANT'S FINANCING PARTIES

7.1 Lender acknowledges that in order to finance the Solar Facility, Tenant may partner with various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "**Financing Parties**" and each a "**Financing Party**"). Tenant may mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Tenant's Premises ("**Leasehold Mortgage**"). At the request of a Financing Party and after notice to Harvest of such Financing Party, Lender agrees to cooperate with Tenant and any of its Financing Parties. Harvest, at no cost thereto or to Lender, shall execute and deliver all documents reasonably requested by a Financing Party in a form satisfactory to Lender, Tenant and such Financing Party. The initial Financing Parties are listed in Section 9.1:

7.2 Lender hereby waives, releases and relinquishes to Financing Party all right, title, interest, claim and lien which Lender has or may in the future have in, to or against any personal property, including without limitation, solar panels, cabling, transformers, inverters, racking, inventory, shelving, equipment for interconnecting facilities to the electrical distribution or transmission system, other equipment, machinery, furniture, fixtures, and books and records, whether now owned or hereafter acquired by Tenant or any other party other than Lessor, and located at any time on the Tenant's Premises (collectively, the "**Tenant's Personal Property**").

7.3 Lender authorizes each Financing Party, its attorneys, agents and employees to enter on the Tenant's Premises to enjoy the benefits of any licenses and appurtenant easements granted to Tenant in the Lease and to inspect, take possession of, remove or dispose of the Tenant's Personal Property at any time. A Financing Party will not be liable for any diminution in value of the Lessor's Premises caused by the removal of any Tenant's Personal Property therefrom.

7.4 Lender agrees that notwithstanding any term of the Mortgage or any amendments, modifications, extensions or renewals thereof, or any contrary intent that may be expressed by the Tenant, or that may otherwise be implied by law and regardless of the manner of affixation, the Tenant's Personal Property is and shall not be deemed a fixture or part of the Lessor's Premises, but shall at all times be considered personal property of the Tenant subject to Article 9 of the Uniform Commercial Code and shall not be subject to any levy, sale on distress or distraint or claim, lien or demand of any kind by Lender except as set forth in the Lease Agreement and Section 4 of this Agreement with respect to the Tenant.

7.5 Tenant may update the Financing Party information as provided in the notice provisions in this Agreement. Lender agrees to notify each Financing Party at such time as Lender notifies Lessor of a breach of the Mortgage in order to allow Financing Party an opportunity to cure such default, provided that a Financing Party has no obligation to cure any such default. Lender's failure to deliver such notice shall not result in any liability of Lender to a Financing Party, Lessor or Tenant, but Lender may not accelerate the sums due under the Mortgage without first having delivered such notice and afforded Tenant and/or Financing Party an opportunity to cure the default as permitted under the Lessor's loan documents.

7.6 If Lender succeeds to the interest of Lessor as "Landlord" under the Lease, then Lender shall, (a) recognize any Financing Party with a Leasehold Mortgage as a leasehold mortgagee under the Lease, (b) afford any Financing Party with a Leasehold Mortgage the rights of a leasehold mortgagee under the Lease for so long as Financing Party's Leasehold Mortgage remains outstanding, (c) afford Financing Party the notice and opportunity to cure a default under the Lease which is to be afforded to a leasehold mortgagee under the Lease, (d) not be a party to any cancellation, termination, amendment or modification of the Lease without the prior written consent of Financing Party; and (e) automatically and without further act or instrument be bound by the Lease as Landlord thereunder from and after the date that Lender succeeds to the interest of Lessor as Landlord under Lease.

7.7 At such time as Tenant vacates the Tenant's Premises, voluntarily or involuntarily, the Lease is terminated, or Financing Party repossesses the Tenant's Personal Property, Financing Party may continue to store the Tenant's Personal Property on the Tenant's Premises, operate the solar power generation facility located on the Tenant's Premises, and/or prepare the Tenant's Personal Property for sale and/or conduct a sale or liquidation of such Personal Property on the Tenant's Premises. If Harvest or Lender has made written demand on Financing Party to remove the Tenant's Personal Property within a reasonable period of time, but not less than sixty (60) days after Financing Party's receipt of such written notice, and Financing Party has failed to do so, Financing Party may continue to store the Tenant's Personal Property on the Tenant's Premises, operate the solar power generation facility located on the Tenant's Premises and otherwise use the Tenant's Premises as set forth above; provided, that Financing

Party agrees to pay the regular monthly, non-accelerated rental payments due under the Lease (not including any past-due, additional or bonus rental) prorated for the number of days Financing Party keeps the Tenant's Personal Property on the Tenant's Premises after expiration of such sixty (60) day notice period. Nothing herein or elsewhere shall be deemed to prevent or limit Lender, at its option, from abandoning any part of the Tenant's Personal Property.

8. CONFIRMATION OF FACTS.

Tenant represents to Lender and to any Successor Lessor, in each case as of the Effective Date:

8.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified and constitutes the entire agreement between Lessor and Tenant relating to Tenant's Premises. Tenant has no interest in Lessor's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

8.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

8.3 No Lessor Default. To Tenant's knowledge, no breach or default by Lessor exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

8.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

8.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

8.6 Commencement Date. The "Rent Commencement Date" of the Lease shall be the "Placed in Service Date" as defined in the Sections 3.1 and 3.4 of the Lease.

8.7 Acceptance. Tenant has accepted possession of Tenant's Premises.

8.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein except as permitted under the Lease.

8.9. Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. MISCELLANEOUS.

9.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items and

shall be delivered to Lender or Tenant (applicable) at the addresses set forth below. Notices shall be effective upon receipt.

If to Tenant: Chiloquin Solar LLC
140 Foundry Street, Unit A
Baden, Ontario, N3A 2P7
Canada

If to Lender: Harvest Capital Company
Attn: Brian L. Field
690 NW First Ave., Suite 101
Canby, OR 97013

If to a Financing Party:

Firststar Development, LLC
c/o U.S. Bancorp Community Development
Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attn: Director of Asset Management, ITC,
Project #25027
Facsimile: (314) 335-2602

With copies to:

Nixon Peabody LLP
799 9th Street, NW
Suite 500
Washington, DC 20001
Attention: Michael J. Goldman

Live Oak Banking Company
1741 Tiburon Drive,
Wilmington, NC 28403

Wielechowski and Fuller, P.A.
201 South Tryon Street – Suite 1210
Charlotte, NC 28202

Seminole Funding Resources, LLC
455 North Indian Rocks Road
Belleair Bluffs, Florida 33770
Attn: Timothy S. Fetter

9.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Lessor and its successors and assigns. If Lender assigns the Mortgage, upon delivery to Tenant of written notice thereof all liability of the assignor shall terminate.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the acknowledged subordinate status of the Lease to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

9.4 Interaction with Lease. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Lessor, including upon any attornment pursuant to this Agreement.

9.5 Lender's Rights and Obligations. Except as expressly provided for in this Agreement, neither Harvest, nor Lender, shall have any obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Lessor provided for in this Agreement.

9.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Oregon, excluding its principles of conflict of laws which would require the application of another jurisdiction's laws.

9.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

9.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the-same instrument.

9.9 Lender's Authority. Harvest, as attorney-in-fact of Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions. The POA has not been revoked, rescinded or otherwise amended that would impact Harvest Capital Company's authority to enter into this Agreement on behalf of U.S. BANK NATIONAL ASSOCIATION, as Custodian/Trustee.

9.10 Tenant's Authority. Tenant represents that Tenant has full authority to enter into this Agreement, and Tenant's entry into this Agreement has been duly authorized by all necessary actions.

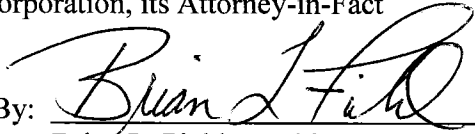
[Signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by Lender and Tenant as of the Effective Date.

LENDER:

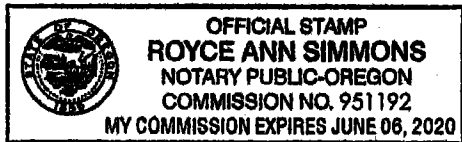
U.S. BANK NATIONAL ASSOCIATION,
Custodian/Trustee for Federal Agricultural
Mortgage Corporation Programs

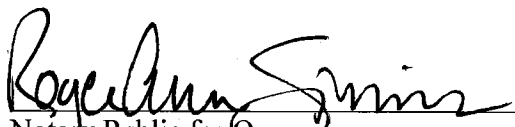
By: HARVEST CAPITAL COMPANY, an Oregon
corporation, its Attorney-in-Fact

By: 
Brian L. Field, President

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

On this 7th day of July, 2017, before me personally appeared Brian L. Field, known or identified to me to be the President of Harvest Capital Company, an Oregon corporation, attorney-in-fact for U.S. Bank National Association, Custodian/Trustee for Federal Agricultural Mortgage Corporation programs, the bank that executed the instrument, and acknowledged to me that such bank executed the same.



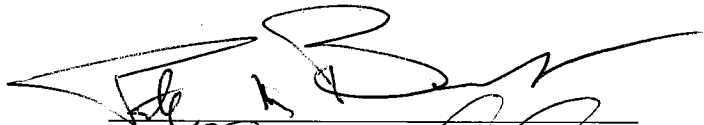
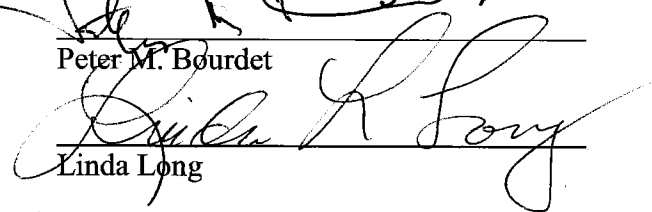

Notary Public for Oregon
My Commission expires: 6/6/20

Lessor consents and agrees to the terms of the foregoing Agreement, which was entered into at Lessor's request. The foregoing Agreement shall not alter, waive or diminish any of Lessor's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Lender under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant. Lessor irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instructions, or assertion by Lessor. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease.

Dated: 7-7, 2017

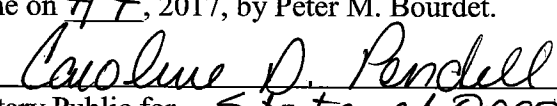
LESSOR:

PETER M. BOURDET AND LINDA LONG, AS TENANTS BY THE ENTIRETY


Peter M. Bourdet

Linda Long

STATE OF Oregon)
County of Klamath) ss.

This instrument was acknowledged before me on 7/7, 2017, by Peter M. Bourdet.


Notary Public for State of Oregon
My commission Expires: June 16, 2020

STATE OF Oregon)
County of Klamath) ss.

This instrument was acknowledged before me on 7/7, 2017, by Linda Long.

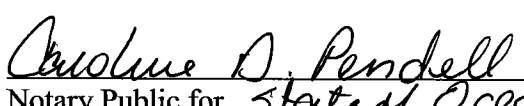

Notary Public for State of Oregon
My commission Expires: June 16, 2020



EXHIBIT A

LEASE AREA DESCRIPTION

A Parcel of land being a portion of Parcel 3 of Major Land Partition 7-85, situated in the S 1/2 of the NE1/4, and the NE1/4 of the SE1/4 of Section 22, Township 34 South, Range 07 East of the Willamette Meridian, Klamath County, Oregon, Being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22; thence North 00°09'57" West, 1325.67 feet to the North line of the S1/2 of the NE1/4; thence, along said North line, North 89°58'33" West, 353.90 feet to the westerly Right-of-Way line of the Union Pacific Rail Road and the TRUE POINT OF BEGINNING; thence continuing along said westerly Right-of-Way line, along the arc of a 1507.69 foot radius curve to the left, through a central angle of 20°05'41" (the long chord of which bears South 10°06'06" West, 526.07 feet) an arc distance of 528.78 feet to a point of spiral; thence continuing along said westerly Right-of-Way line, along a spiral to the left, the long chord of which bears South 02°58'05" East, 187.29 feet; thence continuing along said westerly Right-of-Way line, North 84°25'48" East, 25.00 feet to a point of spiral; thence, continuing along said westerly Right-of-Way line, along a spiral to the left, the long chord of which bears South 07°45'07" East, 272.90 feet; thence, continuing along said westerly Right-of-Way line, South 08°56'42" East, 687.97 feet, to the North line of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office; thence along said North line of said Tract 1314, North 89°52'22" West, 1925.97 feet; thence, leaving said North line, North 00°10'59" West, 120.00 feet; thence North 89°52'22" West, 30.00 feet; thence, North 00°10'59" West, 1528.99 feet, to the North line of S1/2 of the NE1/4 line; thence along said North line, South 89°58'33" East, 1875.15 feet to the true point of beginning. Containing 70.02 Acres, more or less.

TOGETHER WITH THAT CERTAIN EMERGENCY VEHICLE TURNAROUND AREA comprised of Parcel A and Parcel B, as further outlined below:

PARCEL A

Commencing at the northeast corner of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office, said point marked with a 5/8" rebar with a yellow plastic cap stamped "True Line Surveying"; thence along the north line of said Tract 1314, North 89°52'22" West, 1955.97 feet to the TRUE POINT OF BEGINNING; thence North 00°10'59" West, 120.00 feet; thence South 89°52'22" East, 30.00 feet; thence South 00°10'59" East, 120.00 feet; thence North 89°52'22" West, 30.00 feet to the true point of beginning.

PARCEL B

A Parcel of land being a portion of Parcel 3 of Major Land Partition 7-85, situated in the S 1/2 of the NE1/4, and the NE1/4 of the SE1/4 of Section 22, Township 34 South, Range 07 East of the Willamette Meridian, Klamath County, Oregon, Being more particularly described as follows:

Commencing at the northeast corner of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office, said point marked with a 5/8" rebar with a yellow plastic cap stamped "True Line Surveying"; thence along the north line of said Tract 1314, North 89°52'22" West, 1955.97 feet to the TRUE POINT OF BEGINNING; thence

North 89°52'22" West, 98.31 feet; thence North 00°07'38" East, 30.00 feet; thence South 89°52'22" East, 53.15 feet; thence North 00°10'59" West, 65.00 feet; thence South 89°52'22" East, 45.00 feet; thence South 00°10'59" East 95.00 feet to the true point of beginning.

Containing 0.13 Acres, more or less.

TOGETHER WITH THAT CERTAIN ACCESS EASEMENT recorded March 2, 2017 in Instrument No. 2017-002249 and re-recorded March 14, 2017 in Instrument No. 2017-002679, Klamath County records.

Basis of Bearings is Grid North of the Oregon Coordinate Reference System, Bend- Klamath Falls Zone.

EXHIBIT B

POA

[See Attached]

Document drafted by and
RECORDING REQUESTED BY:
Harvest Capital Company
690 NW 1st Avenue, Suite 101
P.O. Box 579
Canby, OR 97013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Harvest Capital Company ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to **Schedule A** attached hereto.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an

obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

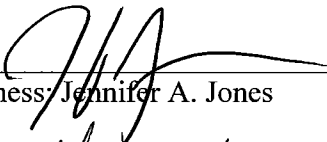
Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.

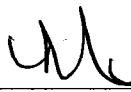
In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

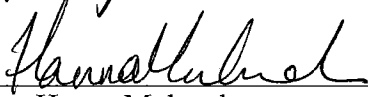
Witness my hand and seal this 1st day of May, 2017.

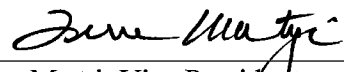
NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee


Witness: Jennifer A. Jones

By: 
Michelle Moeller, Vice President


Witness: Hanna Muluneh

By: 
Timothy Matyi, Vice President


Attest: Jennie L. Kunde, Trust Officer

EXHIBIT "A"

U.S BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE (a/k/a U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs), successor by merger to U.S. Bank Trust National Association, as Custodian/Trustee (f/k/a First Trust National Association, as Custodian/Trustee)