

AmeriTitle  
MTC 2018-010215

2018-010215

Klamath County, Oregon

08/24/2018 01:29:01 PM

Fee: \$227.00

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attn: Closing Department

Space above this line for Recorder's Use

**MODIFICATION AGREEMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**  
(Klamath County, Oregon)

Operating Line of Credit 2: 22104334 (41270950)

Term Loan 1: 22110216

Real Estate Term Loan 2: 10982400

LINE OF CREDIT TRUST DEED – MODIFICATION

**THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$45,156,720.00.**

**O.R.S. 86.155 STATEMENTS:**

**PRINCIPAL AMOUNT: \$45,156,720.00**

**MATURITY DATE: July 1, 2038, EXCLUSIVE OF OPTIONS TO EXTEND, IF ANY**

**THIS MODIFICATION AGREEMENT** is made as of August 3, 2018, with respect to that certain Deed of Trust, Assignment of Rents and Security Agreement dated July 18, 2014, executed by Grantor named therein to and in favor of TICOR TITLE INSURANCE COMPANY ("Trustee") and recorded August 5, 2014, as Document Number 2014-008139 in the records of Klamath County, Oregon ("Deed of Trust"), for the benefit of RABO AGRIFINANCE LLC, a Delaware limited liability company, formerly known as RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself, as "Lender", and the other Secured Parties under a Collateral Agency Agreement (and in that capacity, "Beneficiary") located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017.

**WITNESSETH:**

**WHEREAS**, Lender is the holder of certain Loan Obligations under the terms and conditions of the Master Credit Agreement between "Borrower" (individually and collectively, Tally Ho Farms, an Oregon general partnership; Gold Dust Potato Processors Inc., a California corporation; J & W Walker Farms, Inc., a California corporation; JW Walker Farming, LLC, an Oregon limited liability company; JW Walker Processing, LLC, an Oregon limited liability company; Miner International Corporation, an Oregon corporation; Potato Karma, LLC, an Oregon limited liability company; Splash N' Dash Truck Wash, LLC, an Oregon limited liability company; T&W Land Holding LLC, an Oregon limited liability company; WJB Farms, LLC, an Oregon limited liability company; John R Walker and Brenda Lea Walker, as co-trustees of THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 13, 2014; William Warren Walker and Jan Marie Walker, as co-trustees of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016; William Warren Walker, a married person or member of a civil union or domestic partnership; Jan Marie Walker, a married person or member of a civil union or domestic partnership; John R Walker, a married person or member of a civil union or domestic partnership; Brenda Lea Walker, a married person or member of a civil union or domestic partnership; Weston William Walker, a married person or member of a civil union or domestic partnership; Katie Delanie Walker, a married person or member of a civil union or domestic partnership; Darcy Ryan Hill, a married person or member of a civil union or domestic partnership; and Tricia Marie Hill, a married person or member

227 #44

of a civil union or domestic partnership) and Lender dated June 9, 2017, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"), including without limitation the Note and other Secured Obligations as defined and set forth in Section 1 of the Deed of Trust (as modified herein);

**WHEREAS**, each capitalized term used herein that is defined in the MCA and not defined herein will have the meaning specified in the MCA. This Modification Agreement will be interpreted in accordance with the Drafting Conventions; and

**WHEREAS**, the parties hereto are desirous of modifying the Note, Secured Obligations and Deed of Trust in the particulars hereinafter mentioned.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note, Secured Obligations and Deed of Trust be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Deed of Trust.
2. At Borrower's and Grantor's request and in accord with the Future Secured Obligations provisions of the Deed of Trust, the provisions of the other Transaction Documents and the provisions hereof, Lender is modifying and extending the Obligations of Borrower pursuant to that certain Amended and Restated Real Estate Term Loan 2 Note dated as of June 9, 2017, from Borrower to Lender in the original principal amount of \$17,450,000.00 (the "Amended and Restated Real Estate Term Loan 2 Note") in accordance with the following terms:
  - a. Lender is making an advance to Borrower and Grantor in the approximate principal amount of \$739,402.00 which, after such principal advance by Lender, will increase to \$16,750,000.00 the principal balance outstanding under the Amended and Restated Real Estate Term Loan 2 Note; and
  - b. the Facility Sheet of even date herewith entered by Borrower with respect to Real Estate Term Loan 2 is further evidence of and shall govern the principal and interest repayment terms, interest rate, the extended Real Estate Term Loan 2 Maturity Date (also at Section 8 herein) and all other terms and conditions of Borrower's Obligations under the Amended and Restated Real Estate Term Loan 2 Note, the other Transaction Documents and hereunder.
3. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Deed of Trust given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Deed of Trust to secure the MCA, Note and Secured Obligations.
4. **The bolded caption above the body of the Deed of Trust on page one** is hereby amended and replaced in its entirety as follows:

**THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$45,156,720.00.**

**O.R.S. 86.155 STATEMENTS:**

**PRINCIPAL AMOUNT: \$45,156,720.00**

**MATURITY DATE: July 1, 2038, EXCLUSIVE OF OPTIONS TO EXTEND, IF ANY**

5. **Second Paragraph** of the Deed of Trust is hereby amended and replaced in its entirety as follows:

RABO AGRIFINANCE LLC, a Delaware limited liability company (formerly known as RABO AGRIFINANCE, INC., a Delaware corporation), as Lender ("Lender") has agreed to make up to \$45,156,720.00 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Borrower and Lender dated June 9, 2017, as may be amended, modified, replaced or supplemented from time to time (the "MCA"). Each capitalized term used in this deed of trust that is defined in the MCA and not defined in this deed of trust will have the meaning specified in the MCA. This deed of trust will be interpreted in accordance with the Drafting Conventions.

6. **Section 1. Secured Obligations** of the Deed of Trust is hereby amended and replaced in its entirety as follows:

**Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose: (a) all Obligations (defined in the MCA), including (i) the Amended and Restated Operating Line of Credit 2 Note dated as of June 9, 2017, from Borrower to Lender in the original principal amount of \$15,000,000.00; (ii) the Amended and Restated Term Loan 1 Note dated June 9, 2017, from Borrower to Lender in the original principal amount of \$400,000.00; and (iii) the Amended and Restated Real Estate Term Loan 2 Note dated as of June 9, 2017, from Borrower to Lender in the original principal amount of \$17,450,000.00; (the Amended and Restated Operating Line of Credit 2 Note, the Amended and Restated Term Loan 1 Note, and the Amended and Restated Real Estate Term Loan 2 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (vi) all Hedging Obligations; and (vii) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Deed of Trust; (c) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this Deed of Trust; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Deed of Trust does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Deed of Trust does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

7. **Section 2. Future Secured Obligations** of the Deed of Trust is hereby amended and replaced in its entirety as follows:

**Future Secured Obligations.** The Secured Obligations include future advances made by Beneficiary or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the executed of this deed of trust, and have priority as to third person with or without actual notice from the time this deed of trust is filed for records as provided by law. The total amount of indebtedness secured by this deed of trust may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$45,156,720.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment

of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this deed of trust may at certain items be zero. This deed of trust will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this deed of trust to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances which are not specified by the other terms of the Credit Agreement or enter into future derivatives transaction in any amount.

8. **Section 3. Note Maturity Date** is hereby amended to July 1, 2038.
9. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Agreement; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
10. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
11. **WAIVER OF PRIOR CLAIMS.** MORTGAGOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION
12. All of the provisions of the Note and Deed of Trust shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Deed of Trust. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Deed of Trust as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Deed of Trust Modification Agreement to be duly executed as of the day and year first above written.

**LENDER**

Address for Notices:

14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Closing Department

RABO AGRIFINANCE LLC

By: [Signature]

Name: Erwin Sordoe

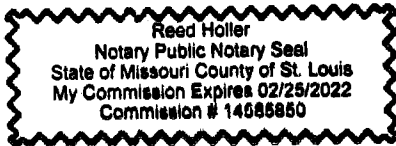
Title: Vice President

STATE OF MISSOURI )

COUNTY OF St. Louis ) ss

On this 17th day of August in the year 2018 before me,  
Reed Holler, a Notary Public in and for said state, personally appeared  
Erwin Sordoe (name of officer), Vice President (title), of RABO  
AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or  
instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein  
stated.

Official signature and official seal of notary: [Signature]



Address for Notices:  
30203 Micka Road  
Malin, OR 97632

GRANTOR

JW WALKER FARMING, LLC, an Oregon limited liability company

By: [Signature]

JOHN R WALKER  
Manager

By: [Signature]

WILLIAM WARREN WALKER  
Manager

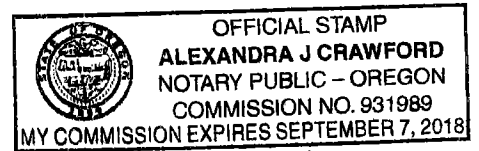
STATE OF OREGON )  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



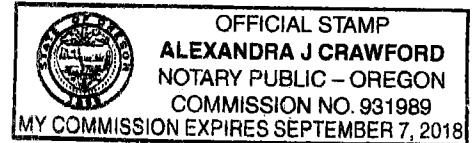
STATE OF OREGON )  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



Address for Notices:  
30203 Micka Road  
Malin, OR 97632

JW WALKER PROCESSING, LLC, an Oregon limited liability company

By: William Warren Walker

WILLIAM WARREN WALKER  
Manager

By: John R Walker

JOHN R WALKER  
Manager

STATE OF OREGON

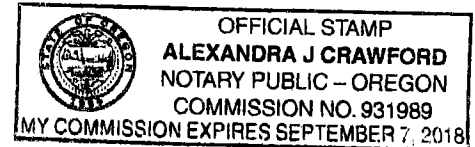
COUNTY OF Clatsop ) SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



STATE OF OREGON

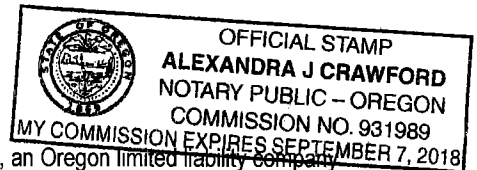
COUNTY OF Clatsop ) SS

This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



Address for Notices:  
30203 Micka Road  
Malin, OR 97632

POTATO KARMA, LLC, an Oregon limited liability company

By: William Warren Walker

WILLIAM WARREN WALKER  
Manager

By: John R Walker

JOHN R WALKER  
Manager

By: Weston William Walker

WESTON WILLIAM WALKER  
Manager

By: Tricia Marie Hill

TRICIA MARIE HILL

Manager

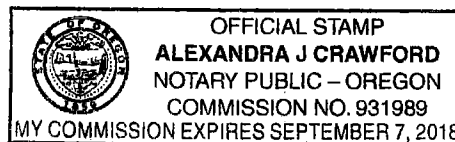
STATE OF OREGON )  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



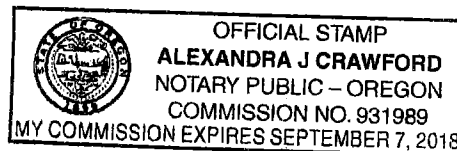
STATE OF OREGON )  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



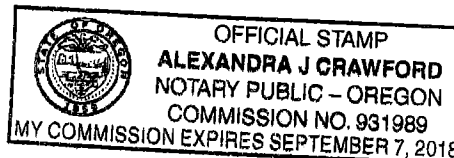
STATE OF OREGON )  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

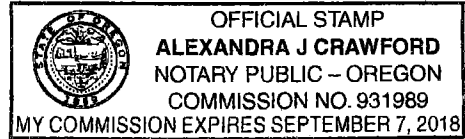
My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public





STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

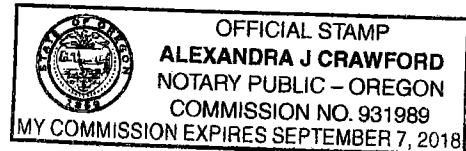
My commission expires: 9/7/18

Address for Notices:  
19385 Harpold Road  
Malin, OR 97632

Alexandra J Crawford  
Notary Public

William W. Walker  
WILLAM W. WALKER (aka William Warren Walker, aka William Walker)

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by WILLIAM W. WALKER.

(SEAL)

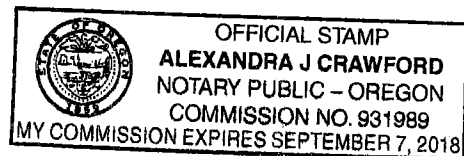
My commission expires: 9/7/18

Address for Notices:  
19385 Harpold Road  
Malin, OR 97632

Alexandra J Crawford  
Notary Public

Jan M. Walker  
JAN M. WALKER (aka Jan Walker, aka Jan Marie Walker)

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by JAN M. WALKER.

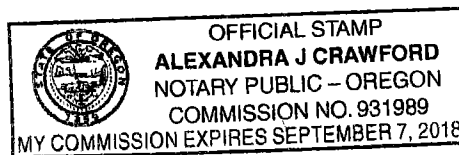
(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
19000 Pope Road  
Merrill, OR 97633

John R Walker  
JOHN R WALKER (a/k/a John Walker)



STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

Address for Notices:  
19000 Pope Road  
Merrill, OR 97633

Brenda Lea Walker  
BRENDA LEA WALKER (a/k/a Brenda L. Walker and Brenda Walker)

STATE OF OREGON  
COUNTY OF Klamath ) SS

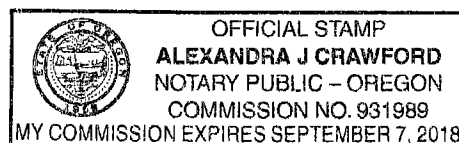
This instrument was acknowledged before me on August 14, 2018 by BRENDA LEA WALKER.

(SEAL)


Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

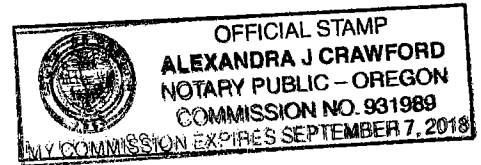
Address for Notices:



32630 Hwy 50  
Malin, OR 97632

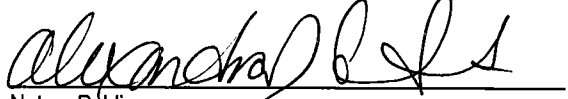
  
WESTON WILLIAM WALKER (a/k/a Weston W. Walker and Weston Walker)

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER.

(SEAL)

  
Notary Public

My commission expires: 9/7/18

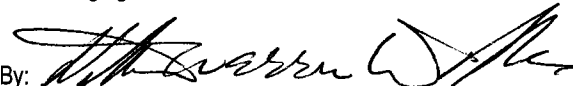
**CONSENTED TO BY BORROWER**

Address for Notices:  
30203 Micka Road  
Malin, OR 97632

TALLY HO FARMS, an Oregon general partnership

By:   
WILLIAM WARREN WALKER  
Managing Partner

Address for notices:  
30203 Micka Road  
Malin, OR 97632

By:   
WILLIAM WARREN WALKER, as trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016, as Managing Partner

Address for notices:  
30203 Micka Road  
Malin, OR 97632

Address for notices:  
30203 Micka Road  
Malin, OR 97632

By: *Jan M. Walker*  
JAN MARIE WALKER, as trustee of the WILLIAM AND  
JAN WALKER JOINT REVOCABLE TRUST, under Trust  
Agreement dated November 14, 2016, as Managing Partner

Address for notices:  
30203 Micka Road  
Malin, OR 97632

By: *John R Walker*  
JOHN R WALKER  
Managing Partner

Address for notices:  
30203 Micka Road  
Malin, OR 97632

By: *John R Walker*  
JOHN R WALKER, as trustee of THE J & B WALKER TRUST,  
under Trust Agreement dated January 12, 2002 and restated  
October 14, 2014, as Managing Partner

Address for notices:  
30203 Micka Road  
Malin, OR 97632

By: *Brenda Le Walker*  
BRENDA LEA WALKER, as trustee of THE J & B WALKER  
TRUST, under Trust Agreement dated January 12, 2002 and  
restated October 14, 2014, as Managing Partner

Address for notices:  
30203 Micka Road  
Malin, OR 97632

By: *Weston William Walker*  
WESTON WILLIAM WALKER  
Managing Partner

By: *Tricia Marie Hill*  
TRICIA MARIE HILL  
Managing Partner

STATE OF OREGON

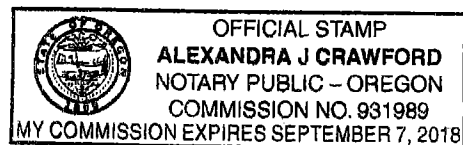
COUNTY OF *Klamath* } SS

This instrument was acknowledged before me on *August 15, 2018* by WILLIAM WARREN WALKER, as  
Managing Partner of TALLY HO FARMS, an Oregon general partnership.

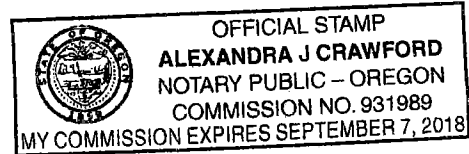
(SEAL)

My commission expires: *9/7/18*

*Alexandra J Crawford*  
Notary Public



STATE OF OREGON  
COUNTY OF Klamath } SS



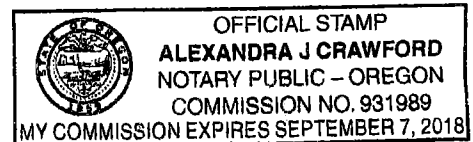
This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Co-Trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON  
COUNTY OF Klamath } SS



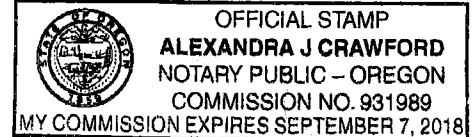
This instrument was acknowledged before me on August 15, 2018 by JAN MARIE WALKER, as Co-Trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON  
COUNTY OF Klamath } SS



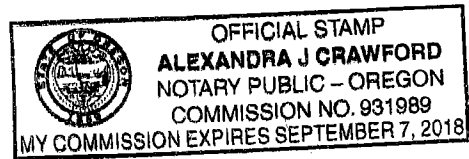
This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON  
COUNTY OF Klamath } SS



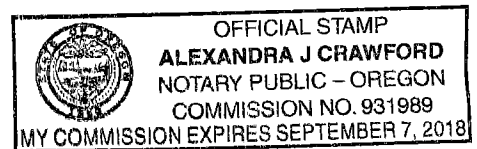
This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Co-Trustee of THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 14, 2014, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON  
COUNTY OF Klamath } SS



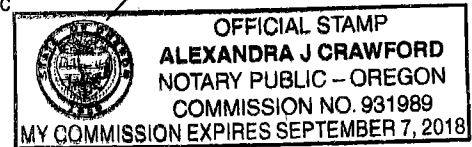
This instrument was acknowledged before me on August 14, 2018 by BRENDA LEA WALKER, as Co-Trustee of THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 14, 2014, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON  
COUNTY OF Klamath } SS



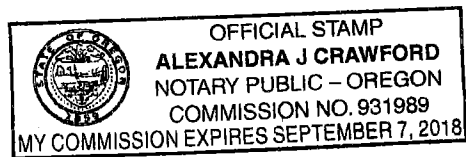
This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

Address for Notices:  
30203 Micka Road  
Malin, OR 97632

GOLD DUST POTATO PROCESSORS INC., a California corporation

By: William Warren Walker

WILLIAM WARREN WALKER

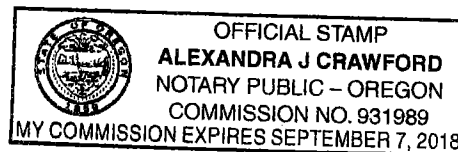
President

By: Tricia Marie Hill

TRICIA MARIE HILL

Secretary

STATE OF OREGON )  
COUNTY OF Klamath ) SS



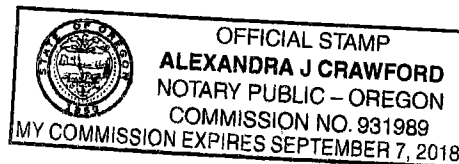
This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as President of GOLD DUST POTATO PROCESSORS INC., a California corporation.

(SEAL)

Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Secretary of GOLD DUST POTATO PROCESSORS INC., a California corporation.

(SEAL)


Alexandra J Crawford  
Notary Public

My commission expires: 9/7/18

Address for Notices:  
30203 Micka Road  
Malin, OR 97632

J & W WALKER FARMS, INC., a California corporation

By:   
WILLIAM WARREN WALKER  
President

By:   
TRICIA MARIE HILL  
Secretary

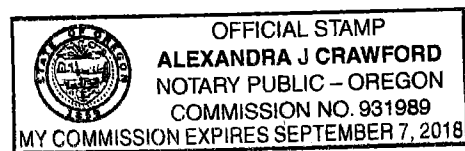
STATE OF OREGON  
COUNTY OF Clatsop } SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as President of J & W WALKER FARMS, INC., a California corporation.

(SEAL)

My commission expires: 9/7/18

  
Notary Public

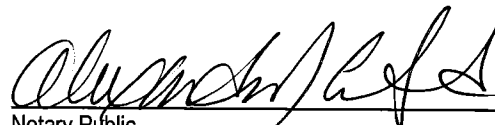


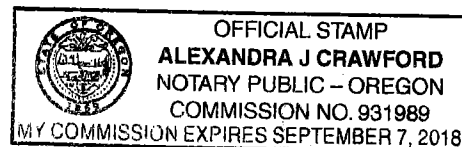
STATE OF OREGON  
COUNTY OF Clatsop } SS

This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Secretary of J & W WALKER FARMS, INC., a California corporation.

(SEAL)

My commission expires: 9/7/18

  
Notary Public





Address for Notices:  
30203 Micka Road  
Malin, OR 97632

JW WALKER FARMING, LLC, an Oregon limited liability company

By: John R Walker  
JOHN R WALKER  
Manager

By: William Warren Walker  
WILLIAM WARREN WALKER  
Manager

STATE OF OREGON

COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

STATE OF OREGON

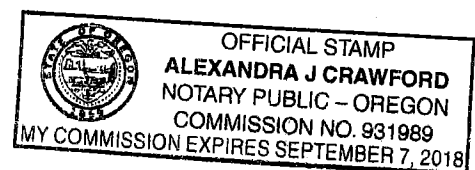
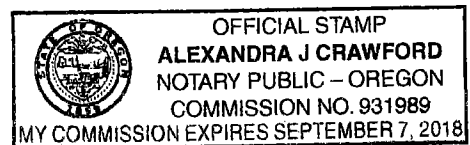
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18


Alexandra J Crawford  
Notary Public



Address for Notices:  
30203 Micka Road  
Malin, OR 97632

JW WALKER PROCESSING, LLC, an Oregon limited liability company

By:   
WILLIAM WARREN WALKER  
Manager

By:   
JOHN R WALKER  
Manager

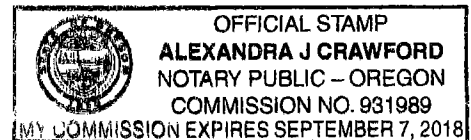
STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

  
Notary Public

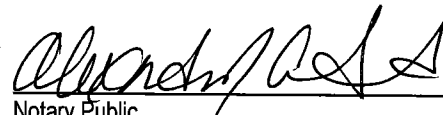


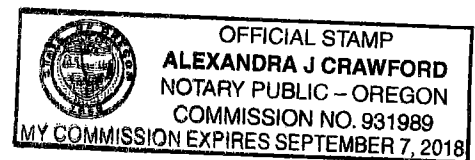
STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

  
Notary Public



Address for Notices:  
30203 Micka Road  
Malin, OR 97632

MINER INTERNATIONAL CORPORATION, an Oregon corporation

By: [Signature]  
WILLIAM WARREN WALKER  
President

[Signature]  
By: TRICIA MARIE HILL  
Secretary

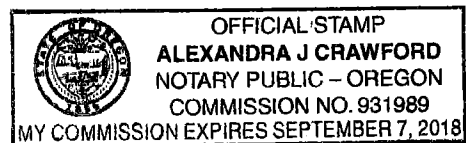
STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as President of MINER INTERNATIONAL CORPORATION, an Oregon corporation.

(SEAL)

My commission expires: 9/7/18

[Signature]  
Notary Public



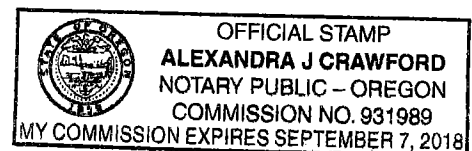
STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Secretary of MINER INTERNATIONAL CORPORATION, an Oregon corporation.

(SEAL)

My commission expires: 9/7/18

[Signature]  
Notary Public



Address for Notices:  
30203 Micka Road  
Malin, OR 97632

POTATO KARMA, LLC, an Oregon limited liability company

By: [Signature]  
WILLIAM WARREN WALKER  
Manager

By: [Signature]  
JOHN R WALKER  
Manager

By: [Signature]  
WESTON WILLIAM WALKER  
Manager

By: [Signature]  
TRICIA MARIE HILL  
Manager

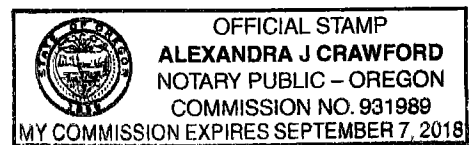
STATE OF OREGON  
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

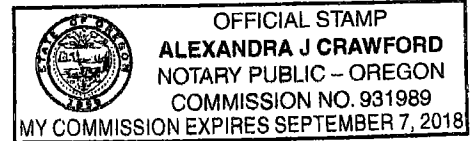
(SEAL)

My commission expires: 9/7/18

[Signature]  
Notary Public



STATE OF OREGON )  
COUNTY OF Klamath ) SS



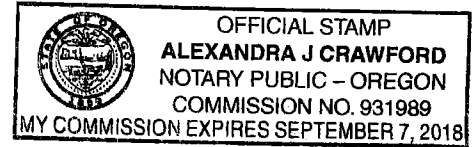
This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

STATE OF OREGON )  
COUNTY OF Klamath ) SS



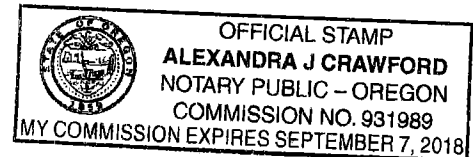
This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

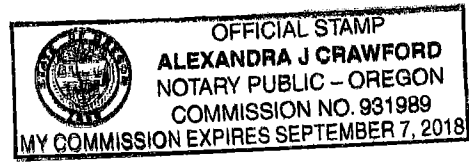
Alexandra J Crawford  
Notary Public

Address for Notices:  
22161 Hwy 39  
Merrill, OR 97633

SPLASH N' DASH TRUCK WASH, LLC, an Oregon limited liability company

By: Weston William Walker  
WESTON WILLIAM WALKER  
Member

By: Tricia Marie Hill  
TRICIA MARIE HILL  
Member



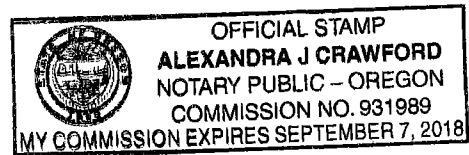
STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER, as Member of SPLASH N' DASH TRUCK WASH, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public



STATE OF OREGON  
COUNTY OF Klamath ) SS

This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Member of SPLASH N' DASH TRUCK WASH, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
30203 Micka Road  
Malin, OR 97632

T&W LAND HOLDING LLC, an Oregon limited liability company

By: Weston William Walker  
WESTON WILLIAM WALKER  
Member

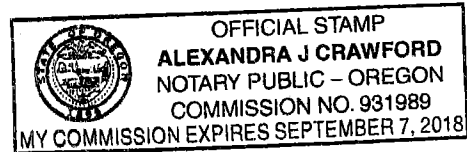
By: Tricia Marie Hill  
TRICIA MARIE HILL  
Member

STATE OF OREGON

COUNTY OF

Klamath

) SS



This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER, as Member of T&W LAND HOLDING LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

9/7/18

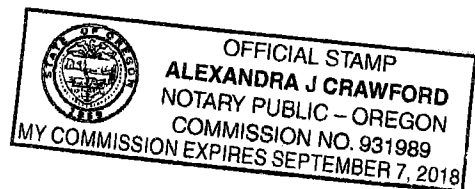
Alexandra J Crawford  
Notary Public

STATE OF OREGON

COUNTY OF

Klamath

) SS



This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL, as Member of T&W LAND HOLDING LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
30203 Micka Road  
Malin, OR 97632

WJB FARMS, LLC, an Oregon limited liability company

By:

William Warren Walker

WILLIAM WARREN WALKER  
Manager

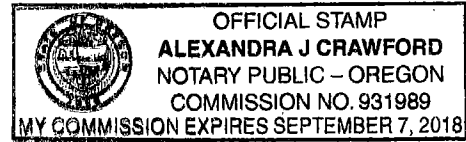
By:

John R Walker

JOHN R WALKER  
Manager

By: [Signature]  
WESTON WILLIAM WALKER  
Manager

STATE OF OREGON )  
COUNTY OF Klamath ) SS



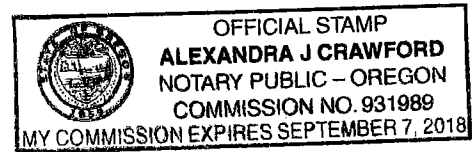
This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as Manager of WJB FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

[Signature]  
Notary Public

STATE OF OREGON )  
COUNTY OF Klamath ) SS



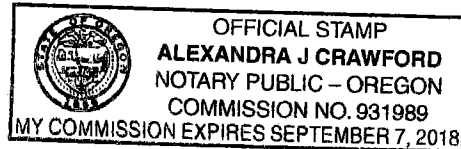
This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as Manager of WJB FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

[Signature]  
Notary Public

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER, as Manager of WJB FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 9/7/18

[Signature]  
Notary Public

Address for Notices:

19000 Pope Road  
Merrill, OR 97633

THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 13, 2014  
[Signature]  
JOHN R WALKER  
Co-Trustee



Address for Notices:

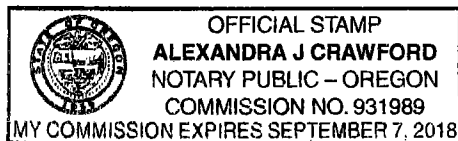
19000 Pope Road  
Merrill, OR 97633

Brenda Lea Walker

BRENDA LEA WALKER  
Co-Trustee

STATE OF OREGON

COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by JOHN R WALKER, as co-trustee of THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 13, 2014.

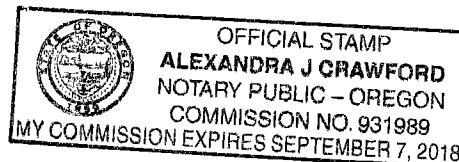
(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

STATE OF OREGON

COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 14, 2018 by BRENDA LEA WALKER, as co-trustee of THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 13, 2014.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under  
Trust Agreement dated November 14, 2016

Address for Notices:

19385 Harpold Road  
Malin, OR 97632

William Warren Walker

WILLIAM WARREN WALKER  
Co-Trustee

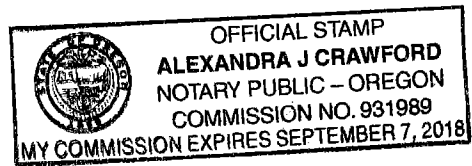
Address for Notices:

19385 Harpold Road  
Malin, OR 97632

Jan Marie Walker

JAN MARIE WALKER  
Co-Trustee

STATE OF OREGON )  
COUNTY OF Klamath ) SS



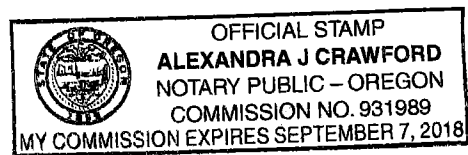
This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER, as co-trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016.

(SEAL)

My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by JAN MARIE WALKER, as co-trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016.

(SEAL)

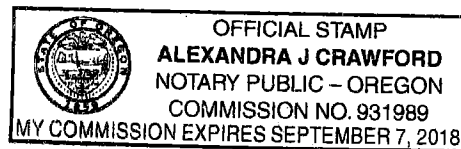
My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
19385 Harpold Road  
Malin, OR 97632

William Warren Walker  
WILLIAM WARREN WALKER (a/k/a William W. Walker and William Walker)

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by WILLIAM WARREN WALKER.

(SEAL)

My commission expires: 9/7/18

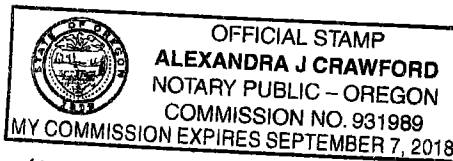
Alexandra J Crawford  
Notary Public

Jan M Walker

JAN M WALKER (aka Jan Walker, aka Jan Marie Walker)

STATE OF OREGON

COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15 2018 by JAN MARIE WALKER.

(SEAL)

My commission expires: 9/7/18

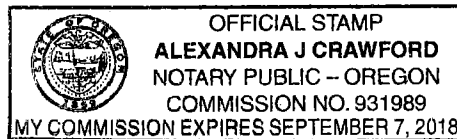
Alexandra J Crawford  
Notary Public

Address for Notices:  
19000 Pope Road  
Merrill, OR 97633

John R Walker  
JOHN R WALKER (a/k/a John Walker)

STATE OF OREGON

COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15 2018 by JOHN R WALKER.

(SEAL)

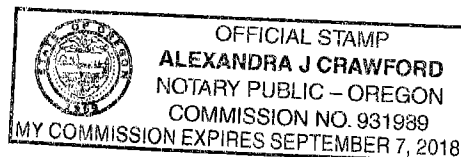
My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
19000 Pope Road  
Merrill, OR 97633

Brenda Walker  
**BRENDA LEA WALKER** (a/k/a Brenda L. Walker and Brenda Walker)

STATE OF OREGON  
COUNTY OF Klamath } SS



This instrument was acknowledged before me on August 14, 2018 by BRENDA LEA WALKER.

(SEAL)

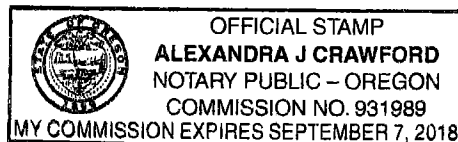
My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
32630 Hwy 50  
Malin, OR 97632

Weston Walker  
**WESTON WILLIAM WALKER** (a/k/a Weston W. Walker and Weston Walker)

STATE OF OREGON  
COUNTY OF Klamath } SS



This instrument was acknowledged before me on August 15, 2018 by WESTON WILLIAM WALKER.

(SEAL)

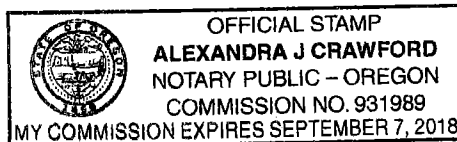
My commission expires: 9/7/18

Alexandra J Crawford  
Notary Public

Address for Notices:  
32630 Hwy 50  
Malin, OR 97632

Katie Delanie Walker  
KATIE DELANIE WALKER (a/k/a Katie D. Walker and Katie Walker)

STATE OF OREGON }  
COUNTY OF Klamath } SS



This instrument was acknowledged before me on August 14, 2018 by KATIE DELANIE WALKER.

(SEAL)

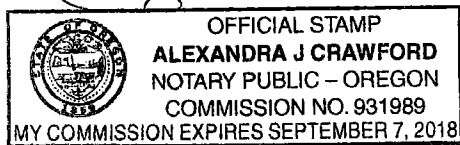
Alexandra J. Crawford  
Notary Public

My commission expires: 9/7/18

Address for Notices:  
22330 S Poe Valley Road  
Klamath Falls, OR 97603

Darcy Ryan Hill  
DARCY RYAN HILL (a/k/a Darcy R. Hill and Darcy Hill)

STATE OF OREGON }  
COUNTY OF Klamath } SS



This instrument was acknowledged before me on August 15, 2018 by DARCY RYAN HILL.

(SEAL)

Alexandra J. Crawford  
Notary Public

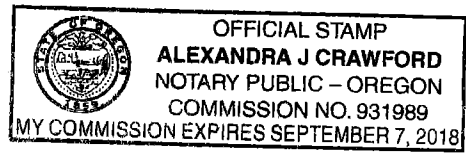
My commission expires: 9/7/18

Address for Notices:  
22330 S Poe Valley Road  
Klamath Falls, OR 97603




TRICIA MARIE HILL (a/k/a Tricia M. Hill and Tricia Hill)

STATE OF OREGON )  
COUNTY OF Klamath ) SS



This instrument was acknowledged before me on August 15, 2018 by TRICIA MARIE HILL.

(SEAL)

  
Notary Public

My commission expires: 9/7/18