



2023-003889
Klamath County, Oregon
05/22/2023 01:46:01 PM
Fee: \$157.00

After recording, return to:

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

**CONSENT TO TRANSFER, ASSUMPTION AGREEMENT, AND MODIFICATION OF DEED
OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE
FILING**
(Loan No. 21112262)

This CONSENT TO TRANSFER, ASSUMPTION AGREEMENT, AND MODIFICATION OF DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING (this "**Agreement**") is made and entered into as of this 31st day of March, 2023, by and among DOUBLE J FARMS, LLC, a California limited liability company ("**Released Borrower**"), RUSSELL LLOYD COCHRAN and LINDA SUZANNE COCHRAN (together, "**Continuing Borrower**," and collectively with Released Borrower, the "**Original Borrower**"), DOUBLE J FARMS LLC, a Nevada limited liability company ("**Assuming Borrower**"), and U.S. BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE FOR FEDERAL AGRICULTURAL MORTGAGE CORPORATION PROGRAMS (the "**Lender**").

RECITALS

A. Original Borrower, obtained a loan in the original principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) (the "**Loan**") from Harvest Capital Company ("**Harvest**"). The Loan is evidenced by a Promissory Note dated November 2, 2011, made by Original Borrower to the order of Harvest (the "**Note**") to evidence indebtedness under the Loan. The Note and Loan are secured by, among other things:

(i) A Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing dated November 2, 2011, from Original Borrower to Harvest, recorded November 14, 2011, as Instrument No. 2011-012690, Official Records of Klamath County, Oregon, and re-recorded January 18, 2012, as Instrument No. 2012-000428, Official Records of Klamath County, Oregon (as the same may have thereafter been amended, modified or partially reconveyed, the "**Deed of Trust**");

(ii) A UCC-1 Financing Statement from Original Borrower, as debtor, to Lender, as secured party, filed with the California Secretary of State on November 16, 2011, as Lien No. 11-7291839960 (the "**Financing Statement**").

#3

The Deed of Trust and Financing Statement encumber the real property in Klamath County, Oregon described on attached **Exhibit A** (the "**Land**") and certain related personal property and rights (collectively, the "**Property**"). The Note, Deed of Trust, Financing Statement, Environmental Indemnity Agreement and other agreements executed in connection with the Loan are hereafter collectively referred to as the "**Loan Documents**." The Deed of Trust, Financing Statement and any other documents executed to secure the Loan are hereafter collectively referred to as the "**Security Documents**."

B. Pursuant to an Assignment of Note and Deed of Trust dated November 2, 2011, and recorded November 14, 2011, as Instrument No. 2011-012691, Official Records of Klamath County, Oregon, and re-recorded January 18, 2012, as Instrument No. 2012-000429, Official Records of Klamath County, Oregon, Harvest assigned the Loan, Loan Documents and Security Documents to Lender.

C. Prior to the date hereof, Released Borrower transferred its interest in the Land to Assuming Borrower.

D. Assuming Borrower acquired, or will soon acquire, additional real property comprising a portion of the real property forth on **Exhibit B** (the "**Additional Real Property Collateral**") pursuant to a boundary line adjustment or other similar process in connection with Land Partition 35-21, recorded July 19, 2022, as Instrument No. 2022-008772, Official Records of Klamath County, Oregon (the "**Partition**"), and the Partition sets forth various dedications and restrictions pertaining to portions of the Additional Real Property Collateral.

E. From and after the date hereof, the Loan Documents and the Security Documents will continue to secure the Note and the Loan.

F. The parties hereto wish to memorialize (i) Lender's consent to the transfer of the Land to Assuming Borrower (the "**Transfer**"), (ii) the assumption of the Note and the Loan associated therewith by Assuming Borrower (the "**Assumption**"), (iii) Lender's consent to Assuming Borrower's acquisition of the Additional Real Property Collateral (the "**Acquisition**") and the associated Partition, and (iv) the modification of the Deed of Trust by the parties hereto to add the Additional Real Property Collateral to the Real Property (as defined in the Deed of Trust) securing the Loan (the "**Modification**").

G. Lender is willing to enter into this Agreement in order to memorialize its consent to the Transfer, the Acquisition and the Partition, but only as a result of a valid Assumption and Modification and upon the other terms, covenants, and conditions herein contained.

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

AGREEMENT

1. **Confirmation of Loan.** All of the Loan Documents are hereby confirmed by Original Borrower as being in full force and effect, and Original Borrower acknowledges that it has no defenses or offsets to any of his obligations thereunder and that Lender has performed all

of its obligations to this date. The parties hereto confirm that the remaining principal balance under the Note is \$1,384,167.38 (the "**Loan Balance**"), and there is accrued but unpaid interest owing under the Note from January 1, 2023, at the rate of Four and 67/100 PERCENT (4.67%) per annum.

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

3. **Lender's Consent to Acquisition and Partition.** Subject to the satisfaction of all of the Closing Conditions referred to below, Lender consents to the Acquisition, and the Partition as part of the Acquisition, in each case to the minimum extent necessary for Assuming Borrower to effectuate the Acquisition and Partition in accordance with the provisions of the Loan Documents; further, Lender's approval of the Partition, as part of the Acquisition, is limited solely to approval under and as required by the Loan Documents of those matters set forth on the face of the Partition, and only to the extent such matters affect the Property and the Additional Real Property Collateral and require Lender's approval pursuant to the Loan Documents.

4. **Assuming Borrower's Assumption.** Assuming Borrower hereby assumes and agrees to pay and perform the Note and all of Original Borrower's unperformed past, current and future obligations evidenced by or under the other Loan Documents, the Security Documents and this Agreement as and when due. Assuming Borrower agrees with Lender that this assumption specifically includes, without limitation, all of Original Borrower's covenants and indemnities regarding the Property as well as the obligation of Original Borrower to repay the Loan.

5. **Continuing Borrower's Continuing Obligations.** Assuming Borrower's assumption as provided herein will not release Continuing Borrower from any liability or obligations under the Note, the other Loan Documents or the Security Documents. Continuing Borrower will continue as Borrower parties under the Note, the Loan Documents and the Security Documents in all respects. Continuing Borrower hereby acknowledges and affirms its continuing personal liability under the Note, the other Loan Documents and the Security Documents for all obligations thereunder that arose or became due prior to the date of hereof, and for all obligations thereunder that arise or become due on or after the date hereof.

6. **Release of Released Borrower from Continuing Obligations.** Lender, Continuing Borrower, Assuming Borrower, and Released Borrower on behalf of themselves and their successors and assigns, hereby each acknowledge that, effective as of the date of this Agreement, Released Borrower is released from its continuing personal liability for unperformed current and future obligations evidenced by or under the Note, the other Loan Documents and the Security Documents that arise or become due after the date hereof. Released Borrower remains liable for unperformed past obligations evidenced by or under the Note, the other Loan Documents and the Security Documents that arose or became due prior to the date hereof.

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

kind, based on any facts existing prior to the date of this Agreement. Said releasing parties acknowledge that this release extends to known and unknown claims.

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

9. **Amendments to Deed of Trust.**

9.1. The Deed of Trust is hereby amended by deleting and removing in its entirety the "Additional Information Regarding Entities Included as Trustor" set forth in Section 8.3 of the Deed of Trust.

9.2. Effective as of the date title to the Additional Real Property Collateral vests in Assuming Borrower, the Additional Real Property Collateral is added to the real property set forth on Exhibit A to the Deed of Trust such that the Deed of Trust encumbers the Additional Real Property Collateral and the definition of "Real Property" set forth in the Deed of Trust includes the Additional Real Property Collateral. No consents, waivers, extensions, renewals or other indulgences at any time granted with respect to any of Assuming Borrower, Released Borrower, or Continuing Borrower by the holder of the Deed of Trust or Note from time to time will operate in any way to diminish any security or other rights to which the holder of the other Deed of Trust or Note may be entitled thereunder.

10. **Representations regarding Assuming Borrower.** Assuming Borrower and Original Borrower (referred to below collectively as "**Trustor Parties**"), jointly and severally, represent and warrant to Lender as follows:

10.1. There is no suit, claim, or other controversy pending, or to Trustor Parties' knowledge, threatened, which could materially and adversely affect Assuming Borrower's businesses, assets, or properties.

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

10.3. Assuming Borrower has filed all tax returns which are required by federal or state law to be filed by them and has paid all of its taxes that have become due. Assuming Borrower is not a foreign person, a national of any foreign country, a foreign corporation, a foreign partnership, a foreign

trust, or a foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and applicable regulations).

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

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

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

10.7. Assuming Borrower does not have any present intent to (a) file any voluntary petition under any Chapter of the United States Bankruptcy Code, or in any manner to seek relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any local, state, federal or other insolvency laws or laws providing for relief of debtors, or in equity, or directly or indirectly to file any such petition or to seek any such relief, either at the present time or at any time hereafter; or (b) directly or indirectly to cause any involuntary petition under any Chapter of the United States Bankruptcy Code to be filed against Assuming Borrower or directly or indirectly to cause to become the subject of any proceedings pursuant to any local, state, federal or other insolvency laws or laws providing for the relief of debtors, or in equity, either at the present time, or at any time hereafter; or (c) directly or indirectly to cause any collateral securing the Loan in respect of the Note, or any portion thereof or any interest of Assuming Borrower therein, to become the property of any bankruptcy estate or the subject of any local, state, federal or other bankruptcy, dissolution, liquidation or insolvency proceedings, or in equity, either at the present time. Assuming Borrower agrees that the filing of any such petition or the seeking of any such relief by Assuming Borrower or the participation of Assuming Borrower in such filing or seeking of such relief, whether directly or indirectly, for the purpose in whole or in part of adversely affecting Lender's rights hereunder, would be without merit and in bad faith.

10.8. Assuming Borrower is solvent, the value of Assuming Borrower's assets exceeds the amount of Assuming Borrower's liabilities (both direct and contingent) and Assuming Borrower has the ability to pay its debts as they become due or mature. Assuming Borrower has received at least "reasonably equivalent value" (as such phrase is used in Section 548 of the Bankruptcy Code Act and in comparable provisions of other applicable law) and more than sufficient consideration to support its obligations herein. Immediately after and giving effect to the assumption of the Loan in respect of the Note, Assuming Borrower will be solvent. None of the transactions contemplated by Assuming Borrower herein

are done with the intent to hinder, defraud, or delay any rights that creditors of Assuming Borrower may have with respect to Assuming Borrower.

10.9. Assuming Borrower warrants, represents and covenants that Assuming Borrower is not now, nor will be, an entity or person (a) that is listed in the Annex to, or otherwise subject to, the provisions of Executive Order 13224 issued September 24, 2001 ("EO13224"), (b) whose name appears on the most current list of the United States Treasury Department's Office of Foreign Assets Control ("OFAC") list of "**Specifically Designed National and Blocked Persons**," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, www.treas.gov/ofac/t11sdn.pdf) as those terms are defined in the OFAC Regulations (31 CFR Section 500, *et seq.*); (c) who commits, threatens to commit or supports "terrorism", as that term is defined in EO 13224, or (d) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in subparts [a] – [d] above are herein referred to as a "**Prohibited Person**"). Assuming Borrower covenants and agrees that it will (i) not conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Assuming Borrower further covenants and agrees to deliver (from time to time) to Lender any such certification or other evidence as may be requested by Lender in its sole and absolute discretion, confirming that (A) Assuming Borrower is not a Prohibited Person and (B) Assuming Borrower has not engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

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

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

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

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

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

RUSSELL COCHRAN, LINDA COCHRAN, and DOUBLE J FARMS LLC, a

Nevada limited liability company
11011 Azahar Street, Suite 3
Saticoy, California 93004

13. **Conditions to Closing.** None of Lender's consents evidenced by this Agreement will be effective unless each of the following conditions (the "**Closing Conditions**") is satisfied on or before April 30, 2023, or such later date as Lender may agree to in writing in its sole and absolute discretion;

13.1. Lender's receipt of this Agreement without modification executed by Original Borrower and Assuming Borrower;

13.2. Lender's receipt of the Expense Reimbursements;

13.3. Lender's receipt of Assuming Borrower's property and liability insurance certificates as required by the Deed of Trust;

13.4. Lender's receipt of true and complete copies of the documents effecting the Transfer, Acquisition, including without limitation, transfer documents sufficient to vest title to the Land in Assuming Borrower; and

13.5. Lender's receipt of an irrevocable commitment from a title company acceptable to Lender to issue to Lender an ALTA standard coverage lender's title insurance policy in the amount of the Loan Balance in a form acceptable to Lender.

13.6. Lender's receipt of such other documents and instruments as Lender may require to evidence the transactions contemplated hereby and ensuring the continuing validity and priority of the Loan Documents and Security Documents.

13.7. Lender is fully authorized to file one or more UCC-1 Financing Statements and/or UCC-3 Amendments as needed with the appropriate Secretary of State offices in respect of the Financing Statement or as otherwise required to ensure Lender's security interest in the personal property comprising the Property (as defined in the Deed of Trust) is and continues to be perfected as a first position security interest.

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

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

14. **Consent Limited; No Waiver.** Lender's consent in this Agreement is limited to this transaction only, and this Agreement does not constitute a waiver or modification of any other terms, provisions or requirements of the Loan Documents in any respect except as herein specifically set forth or as otherwise expressly agreed to by Lender in writing, including any conditions to or fees which may be imposed for, and the right of Lender to require payments in the Loan in full upon, any future transfer or conveyance of the Property or any interest in Assuming Borrower.

15. **No Implied Modifications.** Except as otherwise stated in this Agreement, nothing herein contained modifies, releases, alters or affects the Loan Documents, the original priority of the Security Documents, or the rights, benefits, duties or obligations of the parties thereto.

16. **No Subordination to Third Parties.** Nothing herein subordinates the lien of the Deed of Trust to any lien or claim of any third party.

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

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

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

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

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

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

23. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which constitute but one and the same instrument. The signature pages of exact copies of this Agreement

may be attached to one copy to form one complete document. Each executed counterpart of this Agreement will be deemed an original and may be recorded in any county in which any portion of the Property is located.

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


[Signatures Follow]

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

CONTINUING BORROWER:




RUSSELL LLOYD COCHRAN, an individual



LINDA SUZANNE COCHRAN, an individual

RELEASED BORROWER:

DOUBLE J FARMS, LLC, a California limited liability company

By: 


Russell Lloyd Cochran, Member and Manager

By: 

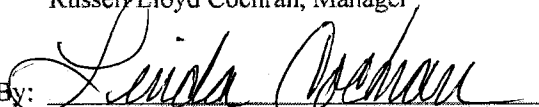
Linda Suzanne Cochran, Member

ASSUMING BORROWER:

DOUBLE J FARMS LLC, a Nevada limited liability company

By: 

Russell Lloyd Cochran, Manager

By: 

Linda Suzanne Cochran, Manager

LENDER:

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

By: Harvest Capital Company, LLC, its attorney in fact

By: _____
Name: Royce Ann Simmons
Title: President

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

CONTINUING BORROWER:

RUSSELL LLOYD COCHRAN, an individual

LINDA SUZANNE COCHRAN, an individual

RELEASED BORROWER:

DOUBLE J FARMS, LLC, a California limited liability company

By: _____
Russell Lloyd Cochran, Member and Manager

By: _____
Linda Suzanne Cochran, Member

ASSUMING BORROWER:

DOUBLE J FARMS LLC, a Nevada limited liability company

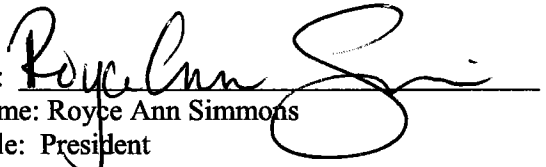
By: _____
Russell Lloyd Cochran, Manager

By: _____
Linda Suzanne Cochran, Manager

LENDER:

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

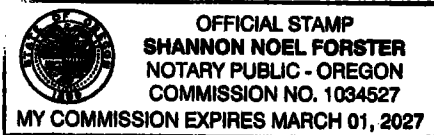
By: Harvest Capital Company, LLC, its attorney in fact

By: 
Name: Royce Ann Simmons
Title: President

STATE OF OREGON

COUNTY OF Clackamas) ss.

This instrument was acknowledged before me on March 31, 2023, by Royce Ann Simmons, as President of Harvest Capital Company, LLC, an Oregon limited liability company, in its capacity as attorney-in-fact for U.S. BANK MORTGAGE OF TRUST CORPORATION PROGRAMS.



Shannon Noel Forster
Notary Public
My commission expires: 3/1/2027
Commission No.: 1034527

EXHIBIT A

Legal Description

The land in the State of Oregon, County of Klamath described as follows:

Parcel 1:

[Intentionally deleted and restated in **Exhibit B** as part of the Additional Real Property Collateral.]

Parcel 2:

[Intentionally deleted.]

Parcel 3:

Unsurveyed Parcel 1 of Land Partition 3-05, being a replat of Parcel 1 of Land Partition 9-98, as adjusted by PLA 28-00, situated in the SE1/4 of Section 1 and the E1/2 of Section 12, Township 40 South, Range 11 East of the Willamette Meridian, and the SW1/4 SW1/4 of Section 8, the SW1/4 SW1/4 of Section 15, Sections 16, 17, 18 and the W1/2 of Section 22, and the NE1/4 of Section 21, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 4:

That portion of the SW1/4 lying Westerly of new Poe Valley-Malin Highway and Southerly of Schaupp Road as the same is now located and constructed in Section 12, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING therefrom that portion described as follows:

Beginning at the Southwest corner of said Section 12; thence North along the section line a distance of 26 feet to an existing fence line; thence following said fence line in an Easterly direction approximately 1012 feet to its intersection with the Southerly line of Section 12; thence Westerly along said section line to the point of beginning.

EXHIBIT B

Additional Real Property Collateral

The land in the State of Oregon, County of Klamath described as follows:

Unsurveyed Parcel 2 Land Partition 35-21 being a replat of Parcel 2 of Land Partition 24-02 and Parcel 2 of Land Partition 35-97, being situated in the NW1/4 of Section 12, The NE1/4 and the NW1/4 of Section 11, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon recorded July 19, 2022 in Instrument 2022-008772, Records of Klamath County, Oregon.