

2023-007824

Klamath County, Oregon

09/07/2023 03:24:01 PM

Fee: \$222.00



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above this line for Recorder's Use

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

Operating Line of Credit 2: 22120834 (22104334/41270950)
Real Estate Term Loan 2: 10982400
Real Estate Term Loan 4: 22122510

THIS MODIFICATION AGREEMENT TO THE DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of July 24, 2023 between TICOR TITLE, an Oregon corporation, as trustee ("Trustee"), whose address for these purposes is 315 Commercial St SE, Ste 150, Salem, Oregon 97301, for the benefit of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein); and Rabo AgriFinance LLC, in that capacity, "Beneficiary") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and GOLD DUST POTATO PROCESSOR, INC. a/k/a Gold Dust Potato Processors, Inc., a California corporation ("Gold Dust Potato Processors"); JW WALKER FARMING, LLC, an Oregon limited liability company ("JW Walker Farming"); JW WALKER PROCESSING, LLC, an Oregon limited liability company ("JW Walker Processing"); POTATO KARMA, LLC, an Oregon limited liability company ("Potato Karma"); WESTON W. WALKER a/k/a Weston William Walker ("Weston Walker"), a married person or member of a civil union or domestic partnership; JOHN R. WALKER, as trustee of the BRENDA L. WALKER CREDIT SHELTER TRUST ("Brenda L. Walker Credit Shelter Trust"); and WILLIAM W. WALKER (a/k/a William Warren Walker) and JAN M. WALKER (a/k/a Jan Marie Walker), as co-trustees of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016 ("William and Jan Walker Trust") (Gold Dust Potato Processors, JW Walker Farming, JW Walker Processing, Potato Karma, Weston Walker, Brenda L. Walker Credit Shelter Trust and William and Jan Walker Trust are herein individually and collectively, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of (i) the Operating Line of Credit 1 Note from Borrower to Secured Parties, (ii) the Operating Line of Credit 2 Note from Borrower to Secured Parties, (iii) the Real Estate Term Loan 2 Note from Borrower to Secured Parties, (iv) the Real Estate Term Loan 4 Note from Borrower to Secured Parties and (v) the Term Loan 1 Note from Borrower to Secured Parties (the Operating Line of Credit 1 Note, the Operating Line of Credit 2 Note, the Real Estate Term Loan 2 Note, the Real Estate Term Loan 4 Note, and the Term Loan 1 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by 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

AMERITITLE has recorded this instrument by request
as an accommodation and has not examined it
for regularity and sufficiency or as to its effect upon the
title to any real property that may be described therein.

liability company; T&W Land Holding LLC, an Oregon limited liability company; WJB Farms, LLC, an Oregon limited liability company; John R Walker, as trustee 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; Weston William Walker, a married person or member of a civil union or domestic partnership; Katie Walker, a married person or member of a civil union or domestic partnership; Tricia Marie Walker, an unmarried person who is not part of a civil union or domestic partnership; and Shasta Seed Farm, an Oregon general partnership ("Borrower"), secured by a mortgage, deed of trust, or security deed ("Deed of Trust") dated May 14, 2021 executed by Grantor to Lender and recorded as Instrument No. 2021-009170 on June 9, 2021 in the records of Klamath County, Oregon; with respect to the Land described in the attached Exhibit A; and

WHEREAS, the parties hereto are desirous of modifying the Note 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 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. 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 and Note.

3. **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, as Lender ("Lender") has agreed to make up to \$45,200,000.00 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.

4. **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 Operating Line of Credit 2 Note dated as of the date of this Deed of Trust from Borrower to Lender in the original principal amount of \$23,000,000.00; (ii) the Amended and Restated Real Estate Term Loan 2 Note dated June 9, 2017, from Borrower to Lender in the original principal amount of \$17,450,000.00; (iii) the Real Estate Term Loan 4 Note dated May 14, 2021, from Borrower to Lender in the original principal amount of \$4,750,000.00 (the Operating Line of Credit 2 Note, the Amended and Restated Real Estate Term Loan 2 Note, and the Real Estate Term Loan 4 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (v) all Hedging Obligations; and (vi) 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 any other Affiliate of Lender (Lender, Rabobank 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.

5. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (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.
6. 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.
7. **WAIVER OF PRIOR CLAIMS.** GRANTOR 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.
8. 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.

Address for notices:

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

LENDER

RABO AGRIFINANCE LLC

By: _____

Name: JENNIFER MC CARTHY

Title: VICE PRESIDENT

STATE OF OREGON)

COUNTY OF MARION) ss

On this 1st day of SEPT in the year 2020 before me,
DEEANN JACKSON, a Notary Public in and for said state, personally appeared
JENNIFER MC CARTHY (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: _____



GRANTOR

Address for Notices:

30203 Micka Road
Malin, OR 97632

GOLD DUST POTATO PROCESSOR, INC. a/k/a Gold Dust Potato
Processors, Inc., a California corporation

By: _____

TRICIA MARIE WALKER
President

Address for Notices:

30203 Micka Road
Malin, OR 97632

JW WALKER FARMING, LLC, an Oregon limited liability company

By: _____

JOHN R WALKER
Manager

By: _____


WILLIAM WARREN WALKER
Manager

Address for Notices:

30203 Micka Road
Malin, OR 97632

JW WALKER PROCESSING, LLC, an Oregon limited liability company

By: 
WESTON WILLIAM WALKER
Manager


By: 
TRICIA MARIE WALKER
Manager

Address for Notices:

30203 Micka Road
Malin, OR 97632

POTATO KARMA, LLC, an Oregon limited liability company

By: 
WILLIAM WARREN WALKER
Manager

By: 
JOHN R WALKER
Manager

By: 
WESTON WILLIAM WALKER
Manager

By: 
TRICIA MARIE WALKER
Manager

Address for Notices:
32630 Hwy 50
Malin, OR 97632

By: 
WESTON W. WALKER (a/k/a Weston William Walker)

BRENDA L. WALKER CREDIT SHELTER TRUST

Address for Notices:
30203 Micka Road
Malin, OR 97632

John R Walker
JOHN R. WALKER
Trustee

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

Address for Notices:
19385 Harpold Road
Malin, OR 97632

William W. Walker
William W. Walker (a/k/a William Warren Walker)
Trustee

Jan Marie Walker
Jan M. Walker (a/k/a Jan Marie Walker)
Trustee

STATE OF OREGON

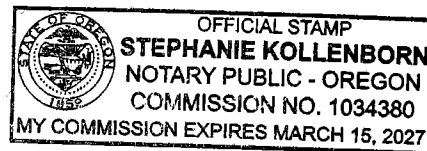
COUNTY OF Klamath) SS

This instrument was acknowledged before me on August 24, 2023 by TRICIA MARIE WALKER, as President
of GOLD DUST POTATO PROCESSOR, INC. a/k/a Gold Dust Potato Processors, Inc., a California corporation.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kalle
Notary Public



STATE OF OREGON
COUNTY OF Klamath } SS



This instrument was acknowledged before me on August 24, 2023 by JOHN R WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kal
Notary Public



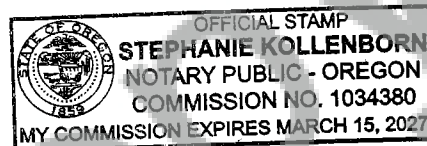
STATE OF OREGON
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by WILLIAM WARREN WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kal
Notary Public



STATE OF OREGON
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by WESTON WILLIAM WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kal
Notary Public



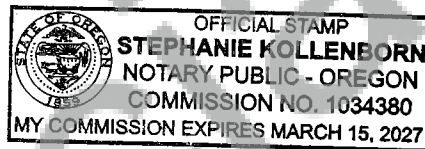
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on August 24, 2023 by TRICIA MARIE WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

Stephanie Kollenborn
Notary Public

My commission expires: 3/15/2027



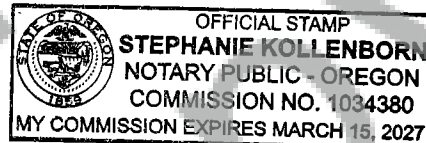
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on August 24, 2023 by WILLIAM WARREN WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

Stephanie Kollenborn
Notary Public

My commission expires: 3/15/2027



STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on August 24, 2023 by JOHN R WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

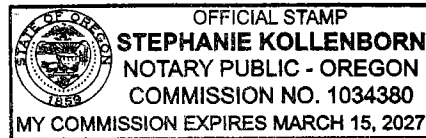
Stephanie Kollenborn
Notary Public

My commission expires: 3/15/2027

STATE OF OREGON

COUNTY OF

Klamath } SS



This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public

STATE OF OREGON

COUNTY OF

Klamath } SS



This instrument was acknowledged before me on August 24 2023 by TRICIA MARIE WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public

STATE OF OREGON

COUNTY OF

Klamath } SS



This instrument was acknowledged before me on August 24 2023 by WESTON W. WALKER (a/k/a Weston William Walker).

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



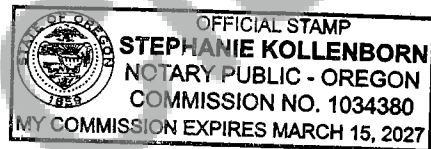
STATE OF OREGON
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by JOHN R. WALKER, as Trustee of the BRENDA L. WALKER CREDIT SHELTER TRUST.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



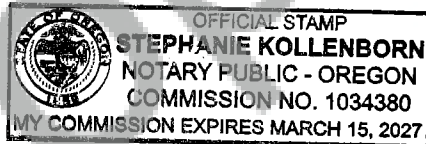
STATE OF OREGON
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WILLIAM W. WALKER (a/k/a William Warren Walker), as Trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by JAN M. WALKER (a/k/a Jan Marie Walker), as Trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016.

(SEAL)

My commission expires: 3/15/2027


Stephanie Kollenborn
Notary Public


CONSENTED TO BY BORROWER

Address for Notices:

30203 Micka Road
Malin, OR 97632

TALLY HO FARMS, an Oregon general partnership


By: 
WESTON WILLIAM WALKER
Managing Partner

By: 
TRICIA MARIE WALKER
Managing Partner

Address for Notices:

30203 Micka Road
Malin, OR 97632

GOLD DUST POTATO PROCESSORS, INC., a California corporation

By: 
TRICIA MARIE WALKER
President

Address for Notices:

30203 Micka Road
Malin, OR 97632

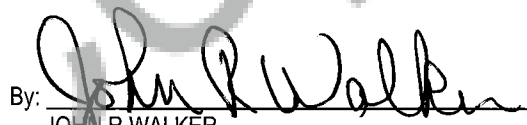
J & W WALKER FARMS, INC., a California corporation

By: 
TRICIA MARIE WALKER
President

Address for Notices:

30203 Micka Road
Malin, OR 97632

JW WALKER FARMING, LLC, an Oregon limited liability company

By: 
JOHN R WALKER
Manager


By: 
WILLIAM WARREN WALKER
Manager

Address for Notices:

30203 Micka Road
Malin, OR 97632

JW WALKER PROCESSING, LLC, an Oregon limited liability company

By: 
WESTON WILLIAM WALKER
Manager


By: 
TRICIA MARIE WALKER
Manager

Address for Notices:

30203 Micka Road
Malin, OR 97632

MINER INTERNATIONAL CORPORATION, an Oregon corporation

By: 
WESTON WILLIAM WALKER
President

By: 
TRICIA MARIE WALKER
Secretary

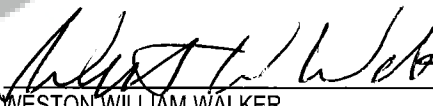
Address for Notices:

30203 Micka Road
Malin, OR 97632

POTATO KARMA, LLC, an Oregon limited liability company

By: 
WILLIAM WARREN WALKER
Manager

By: 
JOHN R WALKER
Manager

By: 
WESTON WILLIAM WALKER
Manager

By: 


TRICIA MARIE WALKER
Manager

Address for Notices:

22161 Hwy 39
Merrill, OR 97633

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


By: 
WESTON WILLIAM WALKER
Member


By: 
TRICIA MARIE WALKER
Member

Address for Notices:

30203 Micka Road
Malin, OR 97632


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


By: 
WESTON WILLIAM WALKER
Member

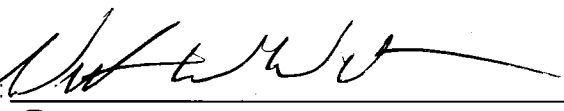

By: 
TRICIA MARIE WALKER
Member

Address for Notices:
30203 Micka Road
Malin, OR 97632

WJB FARMS, LLC, an Oregon limited liability company

By: 
WILLIAM WARREN WALKER
Manager

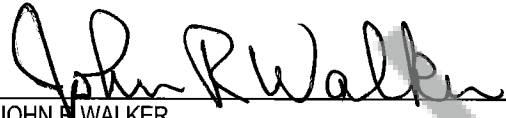
By: 
JOHN R WALKER
Manager

By: 


WESTON WILLIAM WALKER
Manager

THE J & B WALKER TRUST, under Trust Agreement dated January
12, 2002 and restated October 13, 2014


Address for Notices:
19000 Pope Road
Merrill, OR 97633


JOHN R WALKER
Trustee

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
Trustee


JAN MARIE WALKER
Trustee


Address for Notices:
19385 Harpold Road
Malin, OR 97632


WILLIAM WARREN WALKER

Address for Notices:
19385 Harpold Road
Malin, OR 97632


JAN MARIE WALKER

Address for Notices:
832 Abbot Mountain Way
Klamath Falls, OR 97601


JOHN R WALKER

Address for Notices:
32630 Hwy 50
Malin, OR 97632

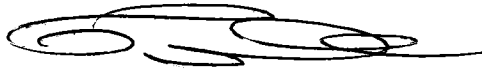

WESTON WILLIAM WALKER

Address for Notices:
22330 S Poe Valley Road

Klamath Falls, OR 97603

Address for Notices:

30203 Micka Road
Malin, Oregon 97632



TRICIA MARIE WALKER

SHASTA SEED FARM, an Oregon general partnership

By: 

VERONICA ELIZABETH WALKER
Managing Partner

By: 

WESTON WILLIAM WALKER
Managing Partner

By: 

TRICIA MARIE WALKER
Managing Partner

By: 

BARTHOLOMEW JAMES CRAWFORD
Managing Partner

STATE OF OREGON

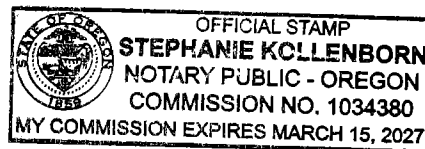
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER, as
Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)


Notary Public

My commission expires: 3/15/2027



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 4 2023 by TRICIA MARIE WALKER, as Managing Partner of TALLY HO FARMS, an Oregon general partnership.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kalle
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 4 2023 by TRICIA MARIE WALKER, as President of GOLD DUST POTATO PROCESSORS, INC., a California corporation.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kalle
Notary Public



STATE OF OREGON

COUNTY OF

3/15/2027 } SS

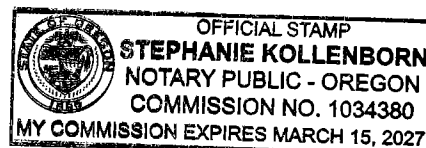
This instrument was acknowledged before me on August 4 2023 by TRICIA MARIE WALKER, as President of J & W WALKER FARMS, INC., a California corporation.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kalle
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24 2023 by JOHN R WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Notary Public

Stephanie Kallen



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WILLIAM WARREN WALKER, as Manager of JW WALKER FARMING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Notary Public

Stephanie Kallen



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Notary Public

Stephanie Kallen



STATE OF OREGON

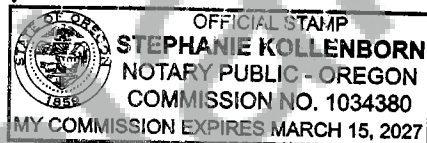
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by TRICIA MARIE WALKER, as Manager of JW WALKER PROCESSING, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Notary Public



STATE OF OREGON

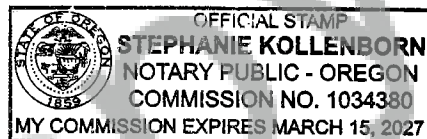
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by WESTON WILLIAM WALKER, as President of MINER INTERNATIONAL CORPORATION, an Oregon corporation.

(SEAL)

My commission expires: 3/15/2027

Notary Public



STATE OF OREGON

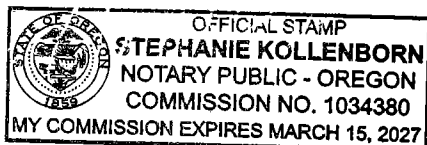
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by TRICIA MARIE WALKER, as Secretary of MINER INTERNATIONAL CORPORATION, an Oregon corporation.

(SEAL)

My commission expires: 3/15/2027

Notary Public



STATE OF OREGON

COUNTY OF

Klamath) SS

This instrument was acknowledged before me on August 24 2023 by WILLIAM WARREN WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kallen
Notary Public



STATE OF OREGON

COUNTY OF

Klamath) SS

This instrument was acknowledged before me on August 24 2023 by JOHN R WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kallen
Notary Public



STATE OF OREGON

COUNTY OF

Klamath) SS

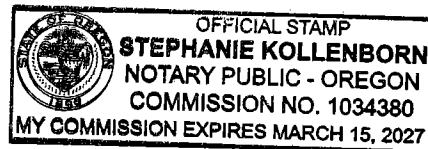
This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kallen
Notary Public



STATE OF OREGON

COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 4 2023 by TRICIA MARIE WALKER, as Manager of POTATO KARMA, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

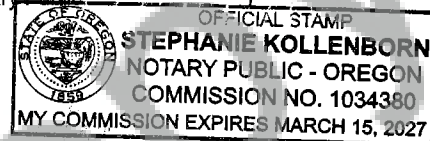
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 4 2023 by WESTON WILLIAM WALKER, as Member of SPLASH N' DASH TRUCK WASH, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

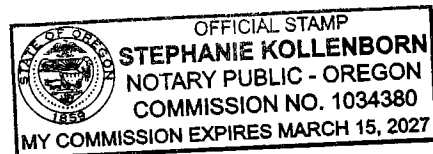
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 4 2023 by TRICIA MARIE WALKER, as Member of SPLASH N' DASH TRUCK WASH, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 28 2023 by WESTON WILLIAM WALKER, as Member of T&W LAND HOLDING LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24 2023 by TRICIA MARIE WALKER, as Member of T&W LAND HOLDING LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

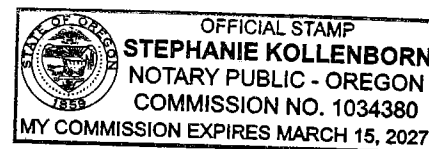
This instrument was acknowledged before me on August 24 2023 by WILLIAM WARREN WALKER, as Manager of WJB FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

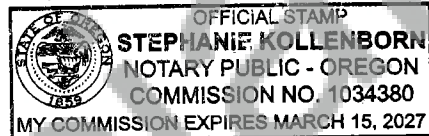
COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by JOHN R WALKER, as Manager of WJB FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Notary Public



STATE OF OREGON

COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER, as Manager of WJB FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 3/15/2027

Notary Public



STATE OF OREGON

COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by JOHN R WALKER, as Trustee of THE J & B WALKER TRUST, under Trust Agreement dated January 12, 2002 and restated October 13, 2014.

(SEAL)

My commission expires: 3/15/2027

Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by WILLIAM WARREN WALKER, as Trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016.

(SEAL)

My commission expires:

3/15/2027

Notary Public

Stephanie Kallen

STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by JAN MARIE WALKER, as Trustee of the WILLIAM AND JAN WALKER JOINT REVOCABLE TRUST, under Trust Agreement dated November 14, 2016.

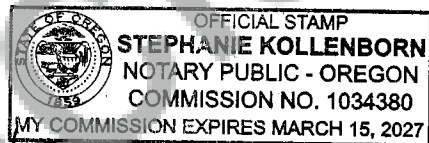
(SEAL)

My commission expires:

3/15/2027

Notary Public

Stephanie Kallen



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24, 2023 by WILLIAM WARREN WALKER.

(SEAL)

My commission expires:

3/15/2027

Notary Public

Stephanie Kallen



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 21 2023 by JAN MARIE WALKER.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

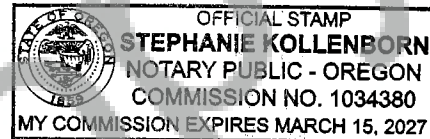
This instrument was acknowledged before me on August 21 2023 by JOHN R WALKER.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF

Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER.

(SEAL)

My commission expires:

3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by TRICIA MARIE WALKER.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by VERONICA ELIZABETH WALKER, as Managing Partner of SHASTA SEED FARM, an Oregon general partnership.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON

COUNTY OF Klamath } SS

This instrument was acknowledged before me on August 24 2023 by WESTON WILLIAM WALKER, as Managing Partner of SHASTA SEED FARM, an Oregon general partnership.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON
COUNTY OF Clatsop } SS

This instrument was acknowledged before me on August 24 2023 by TRICIA MARIE WALKER, as Managing Partner of SHASTA SEED FARM, an Oregon general partnership.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



STATE OF OREGON
COUNTY OF Clatsop } SS

This instrument was acknowledged before me on August 24 2023 by BARTHOLOMEW JAMES CRAWFORD, as Managing Partner of SHASTA SEED FARM, an Oregon general partnership.

(SEAL)

My commission expires: 3/15/2027

Stephanie Kollenborn
Notary Public



EXHIBIT A
LEGAL DESCRIPTION

This legal description is to be used for indexing and informational purposes only. It may not fully reflect previous partial releases.

TRACT 1:

Parcels 1 and 2 of Unsurveyed Land Partition 01-14, being a re-plat of Parcel 3 of Land Partition 06-12, situated in Sections 20, 21, 22, 26, 27, 28 and 34 in Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, recorded March 6, 2014 in Volume 2014-001902, Microfilm Records of Klamath County, Oregon.

TRACT 2:

Parcel 2 of Unsurveyed Land Partition 22-13, being a replat of Parcel 1 of Land Partition 06-12 situated in Section 6, 7, 8, 9, 16, 17 and 18, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, recorded October 25, 2013 in Volume 2013-012035, Microfilm Records of Klamath County, Oregon.

TRACT 3:

A tract of land situated in Section 6 and 7, Township 38, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Northerly boundary of State Highway 140 West 658 feet North (610 feet of Klamath County Survey 4035) of the East-West centerline of said Section 7; thence following the Caledonia-Wocus division line South 88°04'41" West to the Southerly boundary of said highway which is the TRUE POINT OF BEGINNING, then continuing to follow the Caledonia-Wocus division line South 88°04'41" West to a stone marked with a cross, mention as the "place of beginning" in Deed Volume 47, page 331, Deed Records of Klamath County, Oregon, located at the Easterly end of the cross-dike between the Caledonia and Wocus Tracts, which point is 2621 feet West of the section line common to Sections 7 and 8, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North 24° East 100 feet; thence North 66° West 1050 feet, more or less, to the centerline of the Caledonia Canal in the SE1/4 of the NW1/4 of Section 7, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence Northerly along the centerline of said Caledonia Canal to the intersection of said centerline with the Southerly boundary of State Highway 140 West; thence Southeasterly along the Southerly boundary of said highway to the point of beginning

TRACT 4

Parcel A:

The SE1/4 of the SE1/4 lying South of the Railroad right of way and North of the Klamath Falls-Malin State Highway 39 right of way in Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being further described as follows:

That portion lying East of the following line; Beginning at the intersection point of the U.S. B. R. No. 14 Drain center line with the Northern right of way line of Klamath Falls-Malin State Highway 39, from which the corner common to Sections 1, 6, 7 and 12 bears South 30 feet and Easterly 1286.51 feet more or less; Thence Northerly on said drain center line and it's extension North, 982.99 feet more or less to the Southerly right of way of the Union Pacific (Burlington Northern) Railroad.

This description is pursuant to Klamath County Lot line Adjustment #4-11.

Parcel B:

The W1/2 SW1/4 and that portion of the SE1/4 SW1/4 lying South and West of the Southerly right-of-way line of the Main Ditch of the United States Reclamation Service, all in Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Excepting therefrom that portion lying within the right of way of the Great Northern Railroad, the Klamath Falls-Malin Highway; and also excepting therefrom the Easterly 33 feet thereof, reserved in Deed recorded April 16, 1910 in Volume 29, page 39, Deed Records of Klamath County, Oregon.

TRACT 5:

Farm Unit "M", according to the Farm Unit Plat, or Government Lots 9 and 16 of Section 13, Township 41 South or Range 11 East of the Willamette Meridian, Klamath County, Oregon, and the N1/2 of Government Lots 5 and 23, and Government Lots 17 and 22 of Section 19 in Township 41 South of Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TRACT 7:

Unsurveyed Parcel 1 of Land Partition 20-02, said Land Partition being situated in the NE1/4NW1/4 and the NW1/4NW1/4 of Section 9, Township 41 South, Range 12 East of the Willamette Meridian, and in the NE1/4NE1/4 of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TRACT 8:

Parcel 2 of Land Partition 20-02, said Land Partition being situated in the NE1/4 NW1/4 and NW1/4 NW1/4 of Section 9, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, and in the NE1/4 NE1/4 of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TRACT 9:

Unsurveyed Parcel 1 of Land Partition 21-02, situated in the S1/2 NE1/4 and N1/2 SE 1/4 of Section 14, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TRACT 10:

Parcel 2 of Land Partition 21-02, situated in the S1/2 NE1/4 and N1/2 SE1/4 of Section 14, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TRACT 11:

All that portion of the SW1/4 NW1/4 and the N1/2 SW1/4 lying Southerly of the USBR "D" Canal, Section 9, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TRACT 12:

All that portion of the SE1/4 of the SW1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the U.S.R.S. Drain No. 8 and lying Southerly of the Great Northern Railway boundary.

Excepting therefrom the Easterly 33 feet thereof, reserved in Deed recorded Volumes M68, page 29, Microfilm Records of Klamath County, Oregon.

TRACT 13:

The SE1/4 SW1/4 of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, except a 30 foot strip for road right of way across the South side thereof.

TRACT 14

Unsurveyed Parcel 2 of Land Partition 6-12 in Sections 6, 7, 8, 9, 15, 16, 17, 18, 20, 21, 22, 26, 27, 28, 29 and 34, Townships 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Replat of Parcels 1 and 2 of Minor Land Partition 55-83. Duly recorded on December 13, 2012 in Volume 2012-013857, Records of Klamath County, Oregon.