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**Landlord and Mortgagee Waiver  
(Facility Lease)**

This instrument was drafted by:  
Farm Credit Leasing Services Corporation  
1665 Utica Ave. South, Suite 400  
Minneapolis, MN, 55416

Contract Number: 5379891-5002

**Dated as of: August 11, 2025**

This Landlord and Mortgagee Waiver ("Agreement") is entered into by and among the following parties (the "Parties"):

**Lessor: FARM CREDIT LEASING SERVICES CORPORATION**

**Lessee: AGWOOD MILL & LUMBER LLC AND RANDY W. HUFFMAN  
AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W.  
HUFFMAN AND KIMBERLY E. HUFFMAN TRUST, DATED  
SEPTEMBER 24, 2023, AS AMENDED AND RANDOLPH  
WARREN HUFFMAN AND KIMBERLY ELYSE HUFFMAN**

**Owner of Land: RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF  
THE RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST  
DATED SEPTEMBER 24, 2003 UNDER THE PROVISIONS OF A TRUST  
AGREEMENT DATED SEPTEMBER 24, 2003**

**Mortgagee: COUNTY OF MENDOCINO**

**WHEREAS**, the undersigned Lessee, Owner of Land, and/or Mortgagee hold certain interests in the land legally described in Exhibit B hereto (the "Property"); and

**WHEREAS**, Lessor is the owner of the building(s) and/or structure(s) and related fixtures, all as described in Exhibit A hereto (collectively, the "Facility") located on the Property, which Facility is being or is expected to be leased by Lessor to Lessee pursuant to a Facility Lease Agreement for the Contract Number indicated above (the "Lease").

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

1. Ownership of the Facility shall be and remain severed from that of the Property;
2. Title to and ownership of the Facility shall at all times be and remain exclusively with the Lessor, and no interest in the Property shall attach to the Facility;
3. The Facility shall not be subject to the lien of any mortgage, deed of trust, secured transaction or instrument heretofore or hereafter arising against the Property, and any such lien in favor of Mortgagee is hereby released with respect to the Facility;
4. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may, at its option, remove the Facility or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties (other than the Lessor) will make no claim or demand whatsoever against the Facility;
5. Subject to Paragraph 6 below, the Facility may remain on the Property without charge throughout the term of the Lease and thereafter so long as Lessor (and/or Lessor's assigns) retains an interest in the Facility;
6. Mortgagee agrees that, if it sells the Property at foreclosure sale, or takes title to the Property under any deed in lieu of foreclosure or the like, it shall do so subject to the terms of this Agreement, provided, however, that following any such sale or transfer of title to the Property, Mortgagee or any third-party purchaser of the Property may, within 30 days after such sale or transfer of title, give Lessor written notice directing removal of the Facility, in which case Lessor shall remove the Facility within 180 days after its receipt of such notice, and in the event that no such notice is timely given, the Facility may remain on the Property subject to Lessor's (and/or Lessor's assigns') interest in the Facility, and this Agreement shall remain in full force and effect according to its terms; and
7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the other Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will

remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Agreement shall expire and be of no further effect at such time (and only at such time) that Lessee duly closes upon the purchase of the Facility under any applicable purchase option contained in the Lease or as otherwise agreed by Lessor at its sole and absolute discretion.

This Landlord and Mortgagee Waiver binds all of the Parties, their heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

**Lessor: FARM CREDIT LEASING SERVICES CORPORATION**

By:

_____ <i>Signature</i>	_____ <i>Name</i>	_____ <i>Title</i>
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**Lessee: AGWOOD MILL & LUMBER LLC AND RANDY W. HUFFMAN AND  
KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W. HUFFMAN  
AND KIMBERLY E. HUFFMAN TRUST, DATED SEPTEMBER 24, 2023, AS  
AMENDED AND RANDOLPH WARREN HUFFMAN AND KIMBERLY  
ELYSE HUFFMAN**

**AGWOOD MILL & LUMBER LLC**

\_\_\_\_\_  
By: Randolph W. Huffman, Manager

\_\_\_\_\_  
By: Kimberly E. Huffman, Manager

**RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY  
W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST, DATED SEPTEMBER 24,  
2023, AS AMENDED**

\_\_\_\_\_  
Randy W. Huffman, Trustee

\_\_\_\_\_  
Kimberly E. Huffman, Trustee

**RANDOLPH WARREN HUFFMAN**

\_\_\_\_\_  
Randolph Warren Huffman, Individual

**KIMBERLY ELYSE HUFFMAN**

\_\_\_\_\_  
Kimberly Elyse Huffman, Individual

**Owner of the Land: RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN,  
TRUSTEES OF THE RANDY W. HUFFMAN AND KIMBERLY E.  
HUFFMAN TRUST DATED SEPTEMBER 24, 2003 UNDER THE  
PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER  
24, 2003**

\_\_\_\_\_  
Randy W. Huffman, Trustee

\_\_\_\_\_  
Kimberly E. Huffman, Trustee

**Mortgagee: COUNTY OF MENDOCINO**

By:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

STATE OF MINNESOTA        )  
  )  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of Farm Credit Leasing Services Corporation, a federally chartered instrumentality of the United States. This individual is known to me or has provided me with satisfactory evidence that she is the individual named above.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public, personally appeared Randy W. Huffman aka Randolph Warren Huffman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public, personally appeared Kimberly E. Huffman aka Kimberly Elyse Huffman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

## **Exhibit A**

### **Description of the Facility**

One custom building together with all fixtures, attachments, components and accessories all as leased pursuant to contract number 5379891-5002

Further located on the property as follows:

SE 39.17940636483153, -123.20291231859689  
SW 39.179375500690625, -123.20321246901099  
NW 39.17961529096728, -123.20324922212292  
NE 39.17962003928133, -123.20296744826477

One custom photovoltaic solar system with all fixtures, attachments, components and accessories all as leased pursuant to contract number 5379891-5003.



## **Exhibit B**

### **Legal Description of the Property**

**APN/Parcel ID(s): 169-250-15-00 and 169-250-18-00**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### **Tract One:**

Commencing at an iron pin on the West side of the Northwestern Pacific Railroad right of way and marking the Northeast corner of the property now or formerly owned by the Mendocino Grape Growers, Inc., running thence South 87° 44' East, 100 feet to the Easterly side of the said Northwestern Pacific Railroad right of way; thence South 02° 16' West, and along the Easterly side of the said right of way 440.00 feet; thence North 87° 08' East, 48 feet to the point of beginning; thence North 87° 08' East, 682.92 feet; thence North 88° 44' 04" East, 684.47 feet; thence South 02° 16' West, 290.00 feet; thence South 87° 44' East, 35.32 feet to a point; thence South 87° 44' East to the lands now or formerly owned by Edward V. Prati, as described in that certain deed recorded in Liber 176, at Page 298, of Official Records of the County of Mendocino, State of California; thence Southerly and along the Westerly boundary of said Prati lands to the Southerly boundary of the lands of E. P. Sailor, as described in the deed recorded in Liber 240 of Official Records, Page 220, Mendocino County Records; thence North 88° 45' West and along the Southerly boundary of the lands of Sailor to a point from which the point of beginning bears North 02° 16' East; thence North 02° 16' East to the point of beginning.

#### **Excepting therefrom the following:**

1st: An undivided 1/2 interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature, with the right of entry upon the terms and conditions set forth in the deed from the Federal Land Bank of Berkeley, recorded October 23, 1941 in Book 152 of Official Records at Page 263, Mendocino County Records.

2nd: That portion conveyed by deed executed by John Drivell, et ux, to George P. Nicolos, et ux, dated August 23, 1954, recorded August 23, 1954 in Volume 378 of Official Records, Page 26, Mendocino County Records.

3rd: All that certain real property contained in the deed from Rita Drivell to Kunzler Ranch a partnership dated April 18, 1985, recorded May 20, 1985, in Book 1506, Page 414, Mendocino County Records.

4th: An easement, 15 feet in width for access to Water Quality Monitoring Well W-8 to carry out the provisions contained in the Revised Monitoring and Reporting Program No. 84-3 (revised on January 22, 1985), an agreement between the California Regional Water Quality Control Board, North Coast Region and Georgia-Pacific Corporation, Ukiah Resin Plant.

#### **Tract Two:**

That certain real property contained in the deed from Kunzler Ranch, a partnership to Rita Drivell dated May 15, 1985, recorded May 20, 1985, in Book 1506, Page 416, Mendocino County Records.

#### **Tract Three:**

Together with a portion of Parcel Two as shown on the amended Parcel Map filed for record on July 20, 1982 in Map Case 2, Drawer 39, Page 42, Mendocino County Records, said portion is described as follows:

Beginning at a corner of the said Parcel Two, said corner being the Westerly end of the course "South 87° 08' 00" West, 512.95 feet; thence along an extension of said line South 87° 08' 00" West, 140.24 feet to a point that is 80.00 feet Easterly of the Easterly right of way line of the Northwestern Pacific Railroad right of way; thence South 02° 16' 00" West, along a line that is parallel with and 80.00 feet Easterly of the said Easterly right of way line, 453.70 feet to a point on the Southerly line of the said Parcel Two; thence along the said Southerly line South 89° 08' 00" East, 139.72 feet to a corner of said Parcel Two; thence along the Easterly line of said Parcel Two, North 02° 16' 00" East, 462.83 feet to the point of beginning.

Tract Four:

A 50 foot wide easement for ingress, egress and public utilities over the area described as follows:

Beginning at the Southwest corner of Parcel Two as shown on the amended Parcel Map filed for record on July 20, 1982 in Map Case 2, Drawer 39, Page 42, Mendocino County Records; thence along the West line of said Parcel Two North 02° 16' 00" East, 702.70 feet; thence leaving said West line North 87° 08' 00" East, 733.51 feet to a point on the East line of said Parcel Two; thence along the said East line South 02° 16' 00" West, 50.20 feet to the Southeast corner of said Parcel Two; thence along the Southerly line and its extension South 87° 08' 00" West, 683.31 feet; thence South 02° 16' 00" West, parallel with the West line of said Parcel Two, 451.73 feet to a point on the South line of said Parcel Two; thence along the said South line North 89° 08' 00" West, 19.97 feet; thence South 02° 16' 00" West, 203.57 feet; thence West, 30.06 feet to the point of beginning.