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## Landlord and Mortgagee Waiver

This instrument was drafted by:

Amy Lyon  
800-444-2929

Farm Credit Leasing Services Corporation  
PO Box 16330  
Minneapolis, MN 55416

5379891-5004

Lease Agreement Date: June 03, 2025

**Dated as of: October 24, 2025**

### Interested Parties:

**Lessor: FARM CREDIT LEASING SERVICES CORPORATION**

**Lessee(s): 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 Real Estate: 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**

**Real Estate Mortgage: COUNTY OF MENDOCINO**

**WHEREAS, the undersigned hold certain interests** in the below described real property ("Property") and Lessee has entered into that certain Lease Agreement dated as specified above ("Lease") with Lessor as described herein ("Lessor") for the lease of certain structures and/or equipment located on the Property ("Equipment").

**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.

### Additional Terms:

1. The Equipment shall remain severed from the Property;

2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property;
3. Title and ownership of the Equipment shall remain with Lessor;
4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure on which the Equipment is placed;
5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties. In the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties. In such case, the Parties (other than Lessor) will make no claim or demand whatsoever against the Equipment. In the event that Lessor commences the exercise of remedies relating to any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding six (6) months after the receipt by Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; 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 Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that 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 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. This document may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this document by facsimile or email shall be as effective as delivery of a manually executed counterpart of this document.

**Legal Description:**

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.

**Parcel ID Number: 169-250-15-00 and 169-250-18-00**

**Equipment Description:**

Quantity/Condition/Year/Manufacturer/Model/Description/Serial #
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1/Used/2019/Newnes/TA-20-RH45/Trimmer/89583HD
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1/Used/2018/BAKER/6head CX/Resaw/TBD
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**SIGNATURE PAGE**

**IN WITNESS WHEREOF, the undersigned hereby executes and delivers this Landlord and Mortgagee Waiver as of the day and year noted above.**

**Lessor: FARM CREDIT LEASING SERVICES CORPORATION**

By:

_____	_____	_____
<i>Signature</i>	<i>Name</i>	<i>Title</i>

**Lessee(s): 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**

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**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**

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**Kimberly E. Huffman, Trustee**

**RANDOLPH WARREN HUFFMAN**

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

**KIMBERLY ELYSE HUFFMAN**

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

**Owner of Real Estate: 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**

_____	<b>Randy W. Huffman</b>	_____
<i>Signature</i>	<i>Name</i>	<i>Title</i>

_____	<b>Kimberly E. Huffman</b>	_____
<i>Signature</i>	<i>Name</i>	<i>Title</i>

**Real Estate Mortgagee: COUNTY OF MENDOCINO**

_____	_____	_____
<i>Signature</i>	<i>Name</i>	<i>Title</i>