

Official RecordRecording requested By
CSC/INGEO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$44.00

Page 1 of 6

RPTT:

Recorded By: FES

Book- 549 Page- 0239



0224211

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Landlord and Mortgagee Waiver/Easement

This instrument was drafted by:

Farm Credit Leasing Services Corporation
600 Highway 169 S, Suite 300
Minneapolis, MN, 55426-1219

Return to:



REF75523369

Contract No: 001-0038060-000

Customer No: 5306121

Lease Agreement Date April 08, 2013

Dated as of: April 08, 2013**CSC Document Recording**

P.O. Box 3008

Tallahassee, FL 32315-3008

This Landlord and Mortgagee Waiver is entered into by and among the following parties:

Lessor: Farm Credit Leasing Services Corporation

Lessee(s): American Pet Diner, Inc., A Close Corporation and Lisa M. Marshall AND Reese W. Marshall

Owner of Real Estate: Reese W. Marshall

Second Owner of Real Estate: Lisa M. Marshall

WHEREAS, the undersigned hold certain interests in the below described real property ("Property") and the 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 the 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, 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 remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of 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 the 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 the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the 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 Landlord and Mortgagee Waiver binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.



0224211

Book: 549 05/01/2013
Page: 240 Page: 2 of 6

Legal Description:

Parcel 2 as shown on that certain Parcel Map for EUREKA PRODUCERS COOPERATIVE filed in the office of the County Recorder of Eureka County, State of Nevada, on July 20, 1999, as File No. 172351, being a portion of S1/2 SE1/4 of Section 18, Township 21 North, Range 53 East, MDB&M. TOGETHER WITH all buildings and improvements situate thereon. TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

Parcel ID Number:**Equipment Description:**

Quantity/Condition/Year/Manufacturer/Model/Description/Serial #

1/New/2013/Hunterwood Technologies Ltd/Forage Compactor/Hay Press/N/A



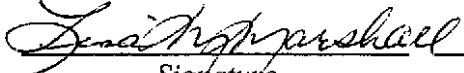
0224211


Book: 549 05/01/2013
Page: 241 Page: 3 of 6

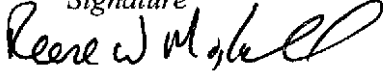
Lessor: FARM CREDIT LEASING SERVICES CORPORATION

By:  Darin Giedd Supervisor, Leasing Delivery Services
Signature Name Title

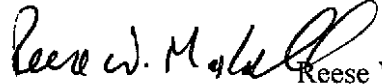
Lessee(s): American Pet Diner, Inc., A Close Corporation and Lisa M. Marshall AND Reese W. Marshall
By:

 Lisa M. Marshall President
Signature Name Title


 Lisa M. Marshall Individual
Signature Name Title

 Reese W. Marshall Individual
Signature Name Title

Owner of Real Estate: Reese W. Marshall

By:  Reese W. Marshall Individual
Signature Name Title

Second Owner of Real Estate: Lisa M. Marshall

By:  Lisa M. Marshall Individual
Signature Name Title



0224211

Book: 549 05/01/2013
Page: 242 Page: 4 of 6

All Purpose AcknowledgementState Of Nevada
County Of ElkoOn Apr. 10, 2013 Before me, Allison Campbell, Notary Public
date name and title of officerpersonally appeared Lisa M Marshall
name of signer

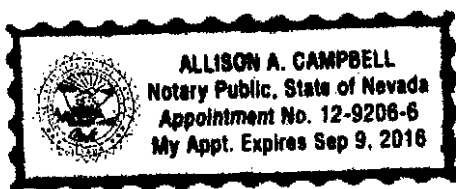
☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Capacity Claimed by Signer

☐ Individual
☒ Corporate Officer
President

title

☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:

Witness my hand and official seal
Notary Public Allison A Campbell**Signer Is Representing**American Pet Diner, Inc., A Close CorporationLisa M Marshall
Name of person(s) or entity(ies)**All Purpose Acknowledgement**State Of Nevada
County Of ElkoOn Apr. 10, 2013 Before me, Allison Campbell, Notary Public
date name and title of officerpersonally appeared Lisa M. Marshall
name of signer

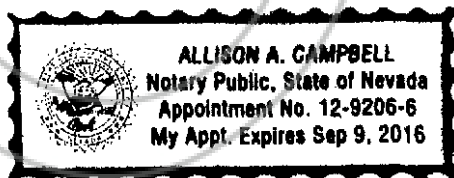
☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Capacity Claimed by Signer

☒ Individual
☐ Corporate Officer

title

☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:

Witness my hand and official seal
Notary Public Allison A Campbell**Signer Is Representing**Lisa M. MarshallLisa M Marshall
Name of person(s) or entity(ies)

0224211

Book: 549 05/01/2013
Page: 243 Page: 5 of 6

All Purpose Acknowledgement

State Of Nevada
 County Of Esco

Capacity Claimed by Signer

- ☒ Individual
☐ Corporate Officer

On Apr. 9, 2013 Before me, Sarah Kivisto, Notary Public
date name and title of officer

owner
title

personally appeared Reese W. Marshall
name of signer

☐ personally known to me -OR- ☒ 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

- ☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:

Witness my hand and official seal
 Notary Public Sarah Kivisto

Signer Is Representing

Reese W. Marshall

Reese W. Marshall
Name of person(s) or entity(ies)

**All Purpose Acknowledgement**

State Of MN
 County Of Hennepin

Capacity Claimed by Signer

- ☐ Individual
☐ Corporate Officer

On 4/11/13 Before me, Adrian McNulty
date name and title of officer

personally appeared Darin Gledo
name of signer

☒ personally known to me -OR- ☐ 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

- ☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☒ Other:

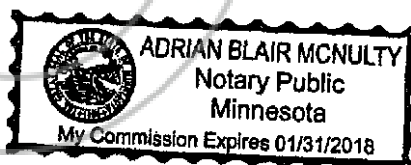
Supervisor, Leasing Delivery Services

Witness my hand and official seal
 Notary Public Adrian McNulty

Signer Is Representing

Farm Credit Leasing Services Corporation

Name of person(s) or entity(ies)



0224211

Book: 549 05/01/2013
 Page: 244 Page: 6 of 6