

AMENDMENT TO AGRICULTURAL LEASE

THIS AMENDMENT TO AGRICULTURAL LEASE is entered into this 10th day of May, 1996 by and between CAJOHOE CORP., an Oregon Corporation ("Cajohoe"), TALON LAND CORPORATION, an Oregon Corporation, ("Talon") and REDHAWK INVESTMENT CORPORATION, an Oregon Corporation, ("Redhawk"), and CATHRYN C. MORSE ("Morse") (collectively, "Landlord") and AGENCY LAKE FARMS, INC., an Oregon corporation ("Tenant").

RECITALS:

A. Cajohoe and Tenant are parties to that certain Agricultural Lease dated May 1, 1995 (the "Lease"); and

B. The parties desire to amend the Lease in a manner set forth in this Amendment to Agricultural Lease;

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, the parties hereby agree as follows:

1. **SUBSTITUTION OF PARTIES.** Cajohoe hereby assigns and sets over unto Talon, Redhawk and Morse, all of Cajohoe's right, title and interest in and to the Lease, and Talon, Redhawk, and Morse hereby assumes Cajohoe's obligations thereunder. This paragraph is intended to be a novation whereby Talon, Redhawk and Morse are substituted for Cajohoe as the Landlord under the Lease.

2. Paragraph 1 of the Lease is hereby deleted in its entirety, and the following paragraph is hereby substituted in lieu thereof:

1. **DESCRIPTION OF LEASED PROPERTY.** Landlord leases to Tenant (i) the property described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all improvements and fixtures located thereon; and (ii) the personal property more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference (the "Property").

3. Paragraph 3 of the Lease is hereby deleted in its entirety, and the following paragraph is hereby substituted in lieu thereof:

3. **TERM.** The term of this lease shall commence on May 1, 1995, and terminate on the later of (i) the removal of the harvested crop for the 1999 crop year or (ii) December 31, 1999. Such term shall be subject to the option of Tenant to extend such term as hereinafter provided.

4. Paragraph 4 of the Lease is hereby deleted in its entirety, and the following paragraph is hereby substituted in lieu thereof:

4.1 The rental to be paid by Tenant shall be TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS for each annual period commencing on each March 1 and ending on the last day of February of the next subsequent year during the term of this Lease, with such amount to be paid in two installments of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS each on April 1 and December 1 of each such annual period.

5. Paragraph 18 of the Lease is hereby deleted in its entirety, and the following provision is hereby substituted in lieu thereof:

18. NOTICES. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the following addresses:

18.1 If to Landlord: C/O Talon Land Corporation

Bill Brandness
Klamath Falls, OR

18.2 If to Tenant: *Re:* Agency Lake Farms, Inc.
P. O. Box 359
Chiloquin, Oregon 97624

With a copy to: Michael D. Walker
Samuels, Yoelin, Kantor,
Seymour & Spinrad, LLP
4640 SW Macadam Avenue
Suite 200
Portland, Oregon 97201

Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

6. The Lease is hereby amended by adding the following new paragraphs thereto:

24. **OPTION TO RENEW.** Tenant shall have the option to renew this Lease for one (1) successive term of five (5) years, as follows:

24.1 The renewal term shall commence on the day following the date of termination of the preceding term.

24.2 If the Lease is not then in default, the option may be exercised by written notice to Landlord, given by Tenant not less than sixty (60) days prior to the last day of the then expiring term of this Lease. The giving of such notice shall be sufficient to make the Lease binding for each renewal term without further act of the parties.

24.3 The rent, terms, and conditions of the Lease for the renewal term shall be identical with the original term.

25. **MEMORANDUM OF LEASE.** Landlord and Tenant agree to execute of memorandum substantially in the form as set forth in Exhibit "C", attached hereto and incorporated herein by this reference, which memorandum shall thereafter be recorded in the deed records of Klamath County, Oregon, and such other offices as either party may deem appropriate.

[This space intentionally left blank.]

41739

IN WITNESS WHEREOF, the parties have executed this Amendment to Agricultural Lease on the day and year first above written.

TALON LAND CORPORATION

By: [Signature]

Title: President

AGENCY LAKE FARMS, INC.

By: [Signature]

James J. Gallagher,
President

"TALON"

TENANT

REDHAWK INVESTMENT CORPORATION

By: [Signature]

Title: President

"REDHAWK"

[Signature]
Cathryn C. Morse

"MORSE"

CAJOHOE CORP.

By: [Signature]

Title: President

"CAJOHOE"

LANDLORD

L:\LIT\3852-1\AMD.LSE

EXHIBIT "A"

TALON

R-8823

A tract of land situated in Government Lot 1 of Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence East, along the North line of said Lot 1, 233 feet, more or less, to a point from which a tree bears North 25 feet, more or less and West 10 feet; thence Southerly 660 feet to a fence corner on the South line of said Lot 1; thence West 233 feet to the Southwest corner of said Lot 1; thence North 660 feet to the point of beginning.

R-63255

In Township 36 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon:

That portion of Section 1 and Fractional Sections 2, 11 and 12 lying Northeasterly and Northerly of the shore line of Klamath Lake and Easterly of the Williamson River.

R-65565, R-250374

In Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

In Section 31: Government Lots 12, 16, 18, 19, lying Southerly and Easterly of the Williamson River and all of Government Lots 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37 and portion of Government Lots 11, 20, 21, 28, 29 and 38 in Section 31, more particularly described as follows: Beginning at the stone monument marking the section corner common to Sections 31 and 32, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and to Sections 5 and 6, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 89 degrees 55 3/4' West along the section line common to said Sections 31 and 6, 425.0 feet to a point; thence North 0 degrees 25' West 30.0 feet to an iron pipe on the Northerly right of way line of a county road as the same is presently located and constructed and the true point of beginning of this description; thence South 89 degrees 55 3/4' West along the said Northerly right of way line 868.7 feet to a point in the fence line marking the Westerly boundary of Lot 38 of said Section 31; thence North 0 degrees 55 3/4' West 1271.7 feet to the stone monument marking the Northwest corner of Lot 29 of said Section 31 (said monument being also the SE 1/16 corner of said Section 31); thence North 0 degrees 25' West 1316.7 feet to the stone monument marking the Northwest corner of Lot 21 of said Section 31 (said monument being also the East 1/16 corner on the East-West centerline of said Section 31); thence North 0 degrees 19 3/4' West 1263.3 feet to an iron pin on the Westerly boundary of Lot 11 of said Section 31 and from which point the Northwest corner of said Lot 11 bears North 0 degrees 19 3/4' West 55.0 feet distant; thence South 13 degrees 14 1/2' East 3955.5 feet more or less, to the true point of beginning.

R-65823

In Township 35 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

All of Section 36, lying East of the Williamson River.

R-250098

Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon
in Section 30: Government Lot 19.

R-321100, R-321093

In Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

In Section 6: All of Section 6, SAVING AND EXCEPTING the North 30 feet of Lot 1 of Section 6, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, as conveyed by Tulana Farms to Klamath County by deed executed January 11, 1954, recorded January 13, 1954 in Deed Volume 265 at page 50, Deed Records of Klamath County, Oregon.

R-321119

Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon in Section 7: All of Fractional Section 7, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-321128, R-321137

The N1/2 NW1/4; Lot 1 and that portion of Lot 2 lying Northerly and Westerly of the present shore line of Klamath Lake of Section 8, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-321164, R-321197, R-321397

Lots 3, 4 and 5 and the SW1/4 NE1/4 and Lot 2, EXCEPTING THEREFROM that portion lying Westerly of the Easterly boundary of the dike on the Easterly boundary of the channel running Northerly and Southerly through said SW1/4 NE1/4 and Lot 2 of Section 8, and Lot 1 of Section 17, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-321173, R-321182

The W1/2 NE1/4 SE1/4 and the SE1/4 NE1/4 of Section 8, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-321985, R-321994, R-322001, R-322056, R-322065, R-322074, R-322083, R-322092, R-840629, R-840638

In Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

In Section 5 and 8 described as follows:

Beginning at a point on the West line of said Section 5 which bears South 0 degrees 21'20" East a distance of 644.5 feet from the Northwest corner of said Section 5; thence South 33 degrees 55'20" East a distance of 4,666.55 feet, more or less, to a point on the North-South center section line of said Section 5, which point bears North 1 degree 18'55" East a distance of 723.9 feet from the South one-quarter corner of said Section 5; thence South 1 degree 09'50" East a distance of 1,768.3 feet to a deep water channel situated on the NW1/4 NE1/4 of said Section 8; thence West a distance of 52.55 feet to a point on the North-South centerline of said Section 8; thence North along said centerline a distance of 1,044.2 feet, more or less, to the Quarter section corner common to said Section 5 and 8; thence West along the South line of said Section 5 to the Southwest corner thereof; thence North along the West line of said Section 5 to the point of beginning. Said parcel being all of Lots 20, 21, 28, 29, 30 and portions of Lots 4, 5, 12, 13, 14, 19, 22, 27 and 31 in Section 5, and portion of the NW1/4 NE1/4 of Section 8.

EXCEPTING that portion of Lot 12, more particularly described as follows: A portion of Lot 12 beginning at the Northeast corner of Lot 12, said Township and Range; thence South 0 degrees 19 3/4' East 55.0 feet to an iron pin; thence North 45 degrees 18 3/4' West 77.8 feet to an iron pin; thence North 89 degrees 40 1/4' East 55.0 feet, more or less, to the point of beginning.

R-322234

Lots 4, 5, 11, 12, 13 and 14 in Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, less the following described portion of said Lot 4, to wit:

Commencing at the Northeast corner of said Lot 4 and running thence South along the Easterly line thereof a distance of 320 feet to a point; thence Westerly parallel with the North line of said Lot 1320 feet to the West line of said Lot; thence Northerly 320 feet to the Northwest corner of said Lot; thence East along the Northerly line of said Lot to the point of beginning.

R-322252, R-321191

The E1/2 NE1/4 SE1/4 of Section 8 and Government Lot 20 in Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-322289

Lot 21, Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-322403

Lot 28, the N1/2 N1/2 of Lot 29; the N1/2 N1/2 S1/2 N1/2 of Lot 29 and the N1/2 S1/2 N1/2 S1/2 N1/2 of Lot 29 in Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-322412, R-323224

Lots 4 and 5, Section 16, S1/2 of Lot 29, S1/2 S1/2 N1/2 of Lot 29 and S1/2 S1/2 N1/2 S1/2 N1/2 of Lot 29, Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-777644

Lot 18, Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM, the Easterly 1/2 of Lot 18 and that portion lying Westerly of Highway 427 (Old California Dalles Highway).

REDHAWK

R-321707, R-321832, R-321930

Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Section 4: S1/2 of Government Lot 13, except that portion in the highway, S1/2 of Government Lot 14, Government Lots 18, 19, 23, 26 and 31. That portion of Government Lots 22, 27 and 30 described as follows: E1/2; E1/2 E1/2 W1/2; E1/2 E1/2 W1/2 E1/2 W1/2; E1/2 E1/2 W1/2 E1/2 W1/2 E1/2 W1/2; E1/2 E1/2 W1/2 E1/2 W1/2 E1/2 W1/2 E1/2 W1/2.

R-322010

A piece or parcel of land situated in the SW1/4 NW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Northerly boundary of the SW1/4 NW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, from which the Northwest corner of said Section 5 bears North 33 degrees 55'20" West 812.95 feet and North 0 degrees 21'20" West 644.5 feet distant; thence North 89 degrees 48'00" East 887.5 feet along the said Northerly boundary to the Northeast corner of the said SW1/4 NW1/4; thence South 00 degrees 27'20" West along the Easterly boundary of said SW1/4 NW1/4 1307.15 feet to a point; thence North 33 degrees 55'20" West 1571.45 feet, more or less, to the point of beginning.

R-322029

Lots 11, 14, 19 and 22 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following described tract:

Beginning at the Northwest corner of the NE1/4 SW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, from which the stone monument marking the West quarter-section corner of said Section 5 bears South 89 degrees 40'20" West 1318.20 feet distance and the stone monument marking the center quarter-section corner of said Section 5 bears North 89 degrees 40'20" East 1318.15 feet distant; thence North 0 degrees 27'20" East along the West boundary of the SE1/4 NW1/4 10.65 feet to a point; thence South 33 degrees 55'20" East 1588.80 feet to a point on the Southerly boundary of the said NE1/4 SW1/4; thence South 89 degrees 01'40" West along the Southerly boundary of the said NE1/4 SW1/4, 901.70 feet to the Southwest corner; thence North 0 degrees 37'50" East along the Westerly boundary of the said NE1/4 SW1/4, 1322.95 feet, more or less to the point of beginning.

A piece or parcel of land situated in the SE1/4 SW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly boundary of the SE1/4 SW1/4 of Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, from which the stone monument marking the South quarter section corner of said Section 5 bears South 1 degree 18'55" West, 723.9 feet distance; thence North 33 degrees 55'20" West, 693.35 feet to a point on the Northerly boundary of the said SE1/4 SW1/4; thence North 89 degrees 01'40" East along the said Northerly boundary 400.35 feet to the Northeast corner of the said SE1/4 SW1/4; thence South 1 degree 18'55" West along the Easterly boundary of said SE1/4 SW1/4, 582.3 feet, more or less, to the point of beginning.

R-322118, R-321155

Lots 25, 26, 31 and 32 in Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and the N1/2 NE1/4 of Section 8, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following described tract:

Beginning at a stone marking the quarter corner common to Sections 5 and 8, said Township and Range; thence North 1 degree 18'55" East along said North-South center line of said Section 5, 723.9 feet to an iron pin; thence South 1 degree 09'50" East 1768.3 feet to deep water; thence West 52.55 feet to a point on the North-South centerline of said Section 8; thence North along the North-South centerline of said Section 8, 1044.2 feet, more or less, to the point of beginning.

R-322163, R-322190, R-322243, R-814738

Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon Section 9: Government Lots 2, 7, 8, 9, 10, 15, 16, 17 and 24. All that portion of the following described Lots lying East of the Highway; Government Lots 3, 6 and E1/2 of Government Lot 23 and the E1/2 of Government Lot 18.

R-322305

The W1/2 of Lot 18, Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT that portion lying East of State Highway No. 427.

Government Lots 2 and 7 in Section 32, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and Government Lots 26 and 31 in Section 29, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Government Lots 3, 4, 5 and 6, Section 5, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING a strip of land 30 feet in width lying parallel with and immediately adjacent to the line marking the Northerly boundary of Lots 3 and 4 of the said Section 5, and extending Westerly from the line marking the Easterly boundary of the said Lot 3 to the line marking the Westerly boundary of the said Lot 4 of the said Section 5, ALSO SAVING AND EXCEPTING beginning at a point from which the Northwest corner of said Section 5 bears North 0 degrees 17' West 672.1 feet distance; thence South 33 degrees 41 2/3' East 778.2 feet; thence South 89 degrees 52' West 428.5 feet; thence North 0 degrees 17' West 648.5 feet, more or less, to the point of beginning. ALSO SAVING AND EXCEPTING beginning at a point on the Westerly boundary of the NW1/4 NW1/4 of Section 5, from which the Northwest corner of said Section 5 bears North 0 degrees 21'20" West 644.5 feet distant; thence South 33 degrees 55'20" East 812.95 feet to a point on the Southerly boundary of the NW1/4 NW1/4; thence South 89 degrees 48'00" West along the said Southerly boundary 21.95 feet to the Southeast corner of that parcel of land conveyed by Deed dated August 29, 1955 and recorded on page 88, Volume 277, Deed Records of Klamath County, Oregon; thence North 33 degrees 46 1/4' West along the Easterly boundary of said parcel of land 778.2 feet to a point on the Westerly boundary of the said NW1/4 NW1/4; thence North 0 degrees 21'20" West 27.55 feet, more or less, to the point of beginning.

MORSE

R-593913, R-249895

Government Lots 26 and 31 in Section 29, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-322172, R-322181

Government Lots 3 and 6 of Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Old Dalles-California Highway aka Modoc Point Highway. EXCEPTING THEREFROM that portion conveyed by deed recorded in Deed Volume 140, page 125, Deed Records of Klamath County, Oregon, as follows:

Beginning at the Northwest corner of said Lot 3, which point is also on the West line of the Old Dalles-California Highway right of way; thence South along the West line of said Lot 3, 313 feet; thence due East 163 feet to a point in the West line of said highway right of way; thence in a Northwesterly direction along the West line of said right of way to the point of beginning, all being in Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

R-777733

Lots 11 and 14 in Section 9, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying East of Modoc Point Highway.

EXHIBIT "B"

All property described on Exhibit "B-1", attached hereto and incorporated herein by this reference, together with all of the personal property used in connection with the ownership and operation of Goose Bay Farms and Ranch, including without limitation, all equipment (including all irrigation equipment, irrigation pumps, irrigation pipes, and irrigation supplies), fixtures, leasehold improvements, supplies, tools, general intangibles, and the name "Goose Bay Farms and Ranch" and all trade names, trademarks and service marks used in connection therewith.

EXHIBIT "B-1"

Year	Make/Features	Model #	Serial #
1987	Tractor - John Deere	3150	LO315cu577129
1987	Tractor w/load - Hesston	70-66	DT112
	Post-hole - John Deere	N/A	N/A
1980	Crawler w/6-way doz-Ca	D-8	6x1047
	Crawler - Cat	D6D	5x822
	Crawler - Cat	D5	9J1867
1989	Challenger - Cat	65	7YC00969
	Excavator - John Deere	890C	690CA50962
1985	Roadgrader - Cat	12B	n/visible
	Hay squeeze - Hyster	TC200	n/visible
	Balewagon - Freeman	BW	1290
1987	Skid-steer-Bobcat	743	n/visible
	Dragline-Northwestern	N/A	n/visible
1989	Combine-John Deere	9600	HO9600x63199
	w/22 header-John Deere	922	P631353
	Combine-John Deere	8820	8820x628049
	w/22 header-John Deere	222	RP613535
	Bank-out wagon	4x4	Motor-JD
1989	Swather-Hesston	8400	844H00349
	Baler-Freeman	370T	38159
	Baler-Freeman	330T	@ Boyd's
1989	AMT/w.hyd.dump-John Deere	622	n/visible
	AMT/w.hyd.dump-John Deere	600	n/visible
	AMT/w.hyd.dump-John Deere	600	n/visible
1987	Plow, 3 bottom rolover-John Deere		A04200x01997

Year	Make/Features	Model #	Serial #
1987	Blade, 3pt.hyd.-John Deere	6	0155x000373
1987	Rototiller-Northwest	RB-96-S-O	RB-7050
1987	Hay rake "V"-John Deere	700	FOO700A71121
	SS Fert.hopper-Riley	200	n/visible
	SS Fert.hopper-Riley	200	n/visible
	Fert.belt, 16hp-Thomas	hyd.drive	n/visible
	Fert.belt, 16hp-Thomas	hyd.drive	n/visible
	Ditch pump/trailer	3208	
	pump-Berkeley	BGJOBM	7699056
	Titled Vehicles:		
1976	Dump truck, 3 axel-Mack	RL700L	187948
1980	F,B, 3 axel truck-Ford	8000	
1970	Truck tractor 2-axel	1570	
1989	PU, extension cab 4x4 Chevy	C20	
1989	PU 4x4-Chevy	C20	
1989	PU 4x4-Chevy	C20	
1988	PU extension cab 4x4 Chevy	C20	
1987	PU w/service box-Ford	F350	
1989	PU w/service box-Ford	F250	
	Semi/pull grain trs-Hayes (3)		

EXHIBIT "C"

After recording return to:
Michael D. Walker, Esq.
Samuels, Yoelin, Kantor,
Seymour & Spinrad, LLP
4640 SW Macadam Avenue
Suite 200
Portland, Oregon 97201

MEMORANDUM OF LEASE

By instrument dated May 1, 1995, as amended, TALON LAND CORPORATION, an Oregon corporation ("Talon") REDHAWK INVESTMENT CORPORATION, an Oregon corporation ("Redhawk"), and CATHRYN C. MORSE ("Morse") (collectively, "Landlord"), leased to AGENCY LAKE FARMS, INC., an Oregon corporation ("Tenant") the real property described in Exhibit "A", attached hereto and incorporated herein by this reference.

This Memorandum is executed to evidence and confirm the Lease referred to above, to which reference is made for its terms and conditions, which include a provision stating that the term of the Lease commences upon the execution of the Lease and ends on the latter of December 31, 1999 or when the removal of the harvested crop for the 1999 crop year has been completed. Such lease also contains an option to renew the Lease for one (1) successive term of five (5) years.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease this 16th day of May, 1996.

TALON LAND CORPORATION

By: [Signature]
Title: President

"TALON"

AGENCY LAKE FARMS, INC.

By: [Signature]
James J. Gallagher,
President

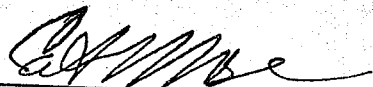
TENANT

REDHAWK INVESTMENT CORPORATION

By: [Signature]
Title: President

"REDHAWK"

41752


Cathryn C. Morse

"MORSE"

LANDLORD

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day
of _____, 1996, by _____, the _____ of TALON LAND
CORPORATION, an Oregon corporation, on behalf of the corporation.

Notary Public for _____
My Commission Expires: _____

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day
of _____, 1996, by _____, the _____ of REDHAWK
INVESTMENT CORPORATION, an Oregon corporation, on behalf of the
corporation.

Notary Public for _____
My Commission Expires: _____

41753

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1996, personally appeared the above-named **CATHRYN C. MORSE** and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

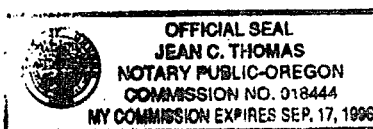
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Notary Public for _____
My Commission Expires: _____

STATE OF OREGON)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me this 10th day of MAY, 1996, by JAMES CALLAGHER the OWNER-PRES. of AGENCY LAKE FARMS, INC., an Oregon corporation, on behalf of the corporation.

Jean C. Thomas
Notary Public for OREGON
My Commission Expires: 9-17-96



L:\LIT\3952-1\EXHIBIT.C

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

41754

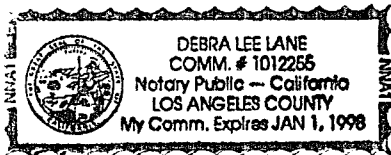
State of CALIFORNIA

County of LOS ANGELES

On MAY 11, 1996 before me, DEBRA LEE LANE
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CATHRYN C. MORSE
Name(s) of Signer(s)

☒ 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.



WITNESS my hand and official seal.

Debra Lee Lane
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO AGRICULTURAL LEASE

Document Date: MAY 10, 1996 Number of Pages: 15

Signer(s) Other Than Named Above: JAMES GALLAGHER

Capacity(ies) Claimed by Signer(s)

Signer's Name: CATHRYN C. MORSE

- ☒ Individual
☒ Corporate Officer
 Title(s): President DUL
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

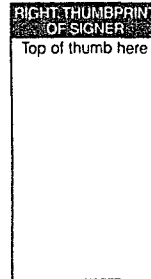
Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 23rd day
 of December A.D., 19 97 at 3:06 o'clock P M., and duly recorded in Vol. M97
 of Deeds on Page 41736.

FEE \$120.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross