

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Driscoll Strawberry Associates, Inc.  
345 Hemsted, Suite B  
Redding, CA 96002  
Attn: Karen Chipley

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "**Memorandum**") is made as of April 2, 1999, by and between Sierra Cascade Nursery, Inc., a California corporation ("**Sublessor**"), and Driscoll Strawberry Associates, Inc., a California corporation ("**Sublessee**").

#### Recitals

A. Sublessor has leased from Agricultural Resources, a Limited Partnership ("**Master Lessor**"), certain real property located in Klamath County, Oregon, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**Property**"), pursuant to the terms of that certain Agricultural Lease with Option-To-Buy dated September 21, 1994 (the "**Master Lease**").

B. Sublessor and Sublessee have entered into that certain Sublease of even date herewith (the "**Sublease**"), pursuant to which Sublessor has subleased to Sublessee a portion of the Property, consisting of approximately 54 acres, as shown by cross-hatching on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**").

C. Sublessor and Sublessee desire to execute this Memorandum to provide notice to all third parties of Sublessee's rights under the Sublease.

In consideration of the mutual promises and covenants contained in the Sublease and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

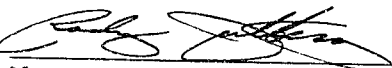
1. Sublessor hereby subleases the Premises to Sublessee, pursuant to the terms and conditions contained in the Sublease, for a term commencing on April 2, 1999 and expiring on December 31, 1999.

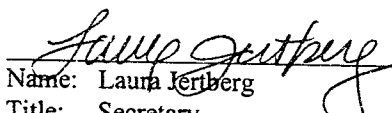
2. This Memorandum and the Sublease are governed by the laws of the State of California. This Memorandum shall not be construed as modifying the terms or conditions of the Sublease. In the event of a conflict between this Memorandum and the Sublease, the Sublease shall control. This Memorandum may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Memorandum.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Memorandum as of the day and year first above written.

Sublessor:

Sierra Cascade Nursery, Inc.

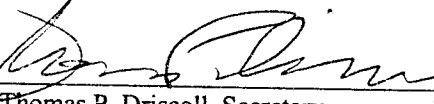
By:   
Name: Randy Jertberg  
Title: President

By:   
Name: Laura Jertberg  
Title: Secretary

Sublessee:

Driscoll Strawberry Associates, Inc.

By:   
L. Gary Gionnette, President

By:   
Thomas P. Driscoll, Secretary  
or Clint Miller, Assistant Secretary

18073

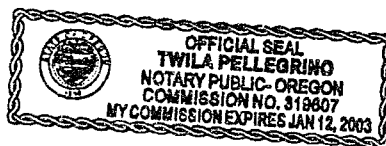
Oregon  
STATE OF ~~CALIFORNIA~~ )

COUNTY OF Klamath ) ss.

On April 2, 1999, before me, Twila Pellegrino, personally  
appeared Joseph Randall & Laura Jertberg, 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

Twila Pellegrino  
Notary Public

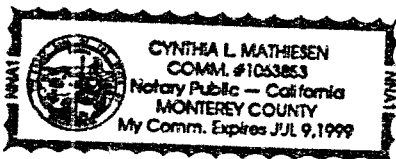


STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF Santa Cruz )

On April 14, 1979, before me, Cynthia F. Mathisen, personally appeared L. Gary Lionette, 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

Cynthia L Mathiesen  
Notary Public



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Santa Cruz )

On April 14, 1999, before me, Gynthia L. Mathison, personally appeared Theresa P. Duvall, 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

Cynthia L Mathison  
Notary Public

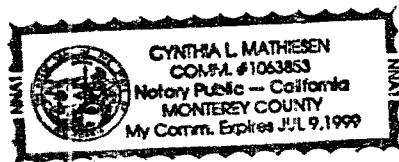


EXHIBIT "A"

18076

SEE MAP 37 II

114

FR

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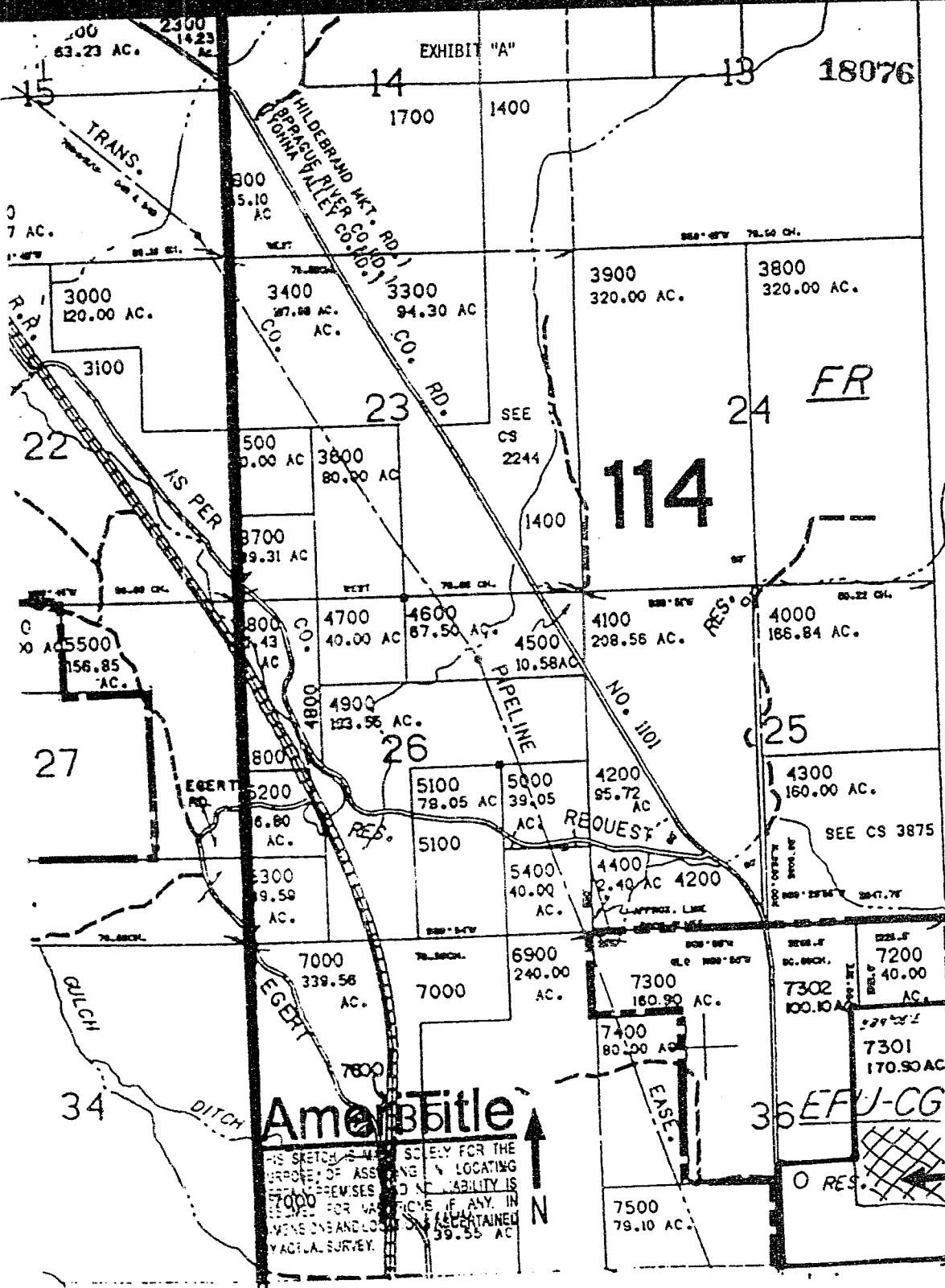
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& INC

AmeriTitle

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE PREMISES AND NO LIABILITY IS ASSUMED FOR ANY INACCURACIES OR OMISSIONS. A PROFESSIONAL SURVEYOR'S CERTIFICATE IS REQUIRED FOR ANY CHANGES OR ADJUSTMENTS TO THIS SKETCH.



**EXHIBIT ~~XXX~~ "B"**  
**LEGAL DESCRIPTION**

NW1/4 NE1/4, S1/2 NE1/4 and SE1/4 of Section 36, Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

**EXCEPTING THEREFROM:**

A tract of land being a portion of Parcel 2 of "Minor Land Partition 15-90". Situated in the W1/2 E1/2 and the NE1/4 NW1/4 of Section 36, Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the North 1/4 corner of said Section 36; thence North 89 degrees 05' 03" East 1,323.78 feet to the East 1/16 corner common to Sections 25 and 36 and the West line of that tract of land owned by Mike and Donna Russell; thence South 00 degrees 21' 57" West, along the said tract of land, 1,320.15 feet to a fence corner; thence the following courses and distances generally along an existing fence line; South 88 degrees 49' 15" West 114.29 feet, South 00 degrees 14' 09" East 1,318.34 feet, South 00 degrees 05' 02" East 962.47 feet and South 89 degrees 25' 11" West 1,132.76 feet; thence south 89 degrees 25' 11" West, to a point on the center line of Squaw Flat Road and on the West boundary line of said Parcel 2, 26.9 feet more or less; thence the following courses and distances along said boundary; North 00 degrees 10' 06" West 2,732.58 feet, along the arc of a curve to the left (radius equals 1,909.86 feet and central angle equals 05 degrees 00' 00") 166.67 feet, North 05 degrees 10' 06" West 546.22 feet and along the arc of a curve to the left (radius equals 954.93 feet and central angle equals 09 degrees 09' 08") 152.54 feet, North 89 degrees 05' 03" West 42.65 feet to the point of beginning, with bearings based on "Minor Land Partition 15-90".

Subject to: A 20 foot wide irrigation easement, the centerline of which is more particularly described as follows:

Beginning at a point on the South line of the above described tract of land, from which the Southeast corner of said Tract of land bears North 89 degrees 25' 11" East 587.87 feet; thence North 31 degrees 11' 49" East 1,132.14 feet to a point on the East boundary line of the said tract of land.

**AND**

W1/2 NE1/4 and all that portion of the NW1/4 SE1/4 of Section 1, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, lying North of the center of the County Road running Easterly and Westerly through said tract as said County Road presently exists on the ground.

State of Oregon, County of Klamath  
 Recorded 5/11/99, at 11:13 AM  
 at the referenced page, Vol. M99.  
 Linda Smith, County Clerk  
 Fee \$ 60-

*Linda Smith*