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When recorded return to:
RLF Running Y Ranch, LLC
1530 16th Street, Suite 300
Denver, CO 80202

2014-002447

Klamath County, Oregon

03/21/2014 03:25:49 PM

Fee: \$62.00

THIRD AMENDMENT TO AGRICULTURAL LEASE

This Third Amendment to Agricultural Lease, dated March 17, 2014 ("Third Amendment"), is by and between **RLF Running Y Ranch, LLC**, a Colorado limited liability company ("Landlord") and **Tally Ho Farms**, an Oregon General Partnership ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Agricultural Lease, dated January 10, 2012, as amended by First Amendment to Agricultural Lease, dated May 24, 2012, and as amended by Second Amendment to Agricultural Lease, dated September 21, 2012 (collectively, the "Lease").

WHEREAS, on the date hereof, Landlord sold certain real property containing approximately 580 +/- acres, including 397 irrigated acres, legally described on **Exhibit A** attached hereto and incorporated herein by this reference, and water rights appurtenant thereto (the "Release Property").

WHEREAS, portions of the Release Property, including the 397 irrigated acres, are included in the Premises under the Lease; other portions of the Release Property are not part of the Premises under the Lease. Landlord and Tenant desire to remove the Release Property from the Premises in its entirety, on the terms of this Third Amendment.

WHEREAS, Landlord and Tenant also desire to clarify the real property remaining within the Premises under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. Release. The foregoing recitals are incorporated by reference into this Third Amendment. The Release Property is hereby removed from the Lease, and shall no longer be subject to or part of the Lease, and shall not be a part of the Premises.

Following the sale and removal of the Release Property, the Premises under the Lease between Landlord and Tenant is 1,663 irrigated acres, and is legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Premises").

2. Effect. Tenant shall have no obligation to pay rental for the Release Property for the 2014 crop year.

3. Miscellaneous. Except as specifically set forth in this Third Amendment, the Lease shall remain unaltered and in full force and effect according to its terms and conditions. In the event of a conflict between the terms of this Third Amendment and the Lease, this Third Amendment shall control. Capitalized terms not defined in this Third Amendment shall have the meanings set forth in the Lease. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed to be original, and all such counterparts shall constitute one instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Tally Ho hereby executes this Agreement as of the date first above written.

TENANT:

Tally Ho Farms,
an Oregon general partnership

By: 

Name: Patricia M. Hill

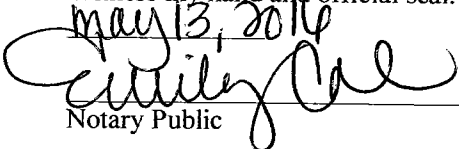
Its: Partner

STATE OF Oregon

COUNTY OF Klamath) ss.

The foregoing instrument was acknowledged before me this 21 day of March, 2013, by Patricia M. Hill as partner of Tally Ho Farms, an Oregon general partnership.

Witness my hand and official seal.

May 13, 2016

Notary Public

My commission expires:

[SEAL]



IN WITNESS WHEREOF, RLF hereby executes this Agreement as of the date first above written.

LANDLORD:
RLF Running Y Ranch, LLC,
a Colorado limited liability company

By: _____
Name: Aaron M. Patsch
Its: Authorized Representative

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 17th day of March,
2017 by Aaron M. Patsch as Authorized Representative of RLF Running Y Ranch, LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

11/15/17
Robin White
Notary Public

[SEAL]

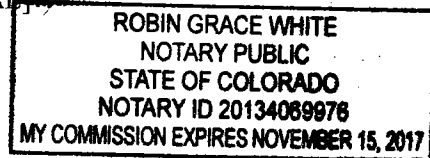


Exhibit A

Release Property

Parcel 3 of Land Partition 01-14, being a re-plat of Parcel 3 of Land Partition 06-12, situated in Sections 20, 21, 22, W1/2 of 26, 27, 28, NE1/4 of 29, and the N1/2 of 34 in Township 38 South, Range 8 East of the Willamette Meridian, Klamath County Oregon. Being recorded on March 6, 2014 in 2014-001902, Records of Klamath County, Oregon.

Exhibit B

Premises

All irrigated acreage within the boundaries of Parcels 1 and 2 of **Land Partition 01-14**, being a re-plat of Parcel 3 of Land Partition 06-12, situated in Sections 20, 21, 22, W1/2 of 26, 27, 28, NE1/4 of 29, and the N1/2 of 34 in Township 38 South, Range 8 East of the Willamette Meridian, Klamath County Oregon. Being recorded on March 6, 2014 in 2014-001902, Records of Klamath County, Oregon.