

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:



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06/16/2014 09:16:27 AM

Fee: \$47.00

Jeremy Magrath
Sierra-Cascade Nursery, Inc.
9650 Gateway Drive, Suite 203
Reno, Nevada 89521

MEMORANDUM OF LEASE AMENDMENT

This Memorandum of Lease Amendment is dated as of May 5, 2014 and is between Dennis R. Hynes, an individual ("**Landlord**") and Sierra-Cascade Nursery, Inc., a California corporation ("**Tenant**").

2013-10280

The parties entered into an Agricultural Lease and Option to Purchase dated May 15, 2012 (the "**Lease**") that leased to Tenant the property described as:

The irrigated portion of the real property described as the SE1/4 NW1/4, SW1/4NE1/4 and the NW1/4SE1/4 of Section 6, Township 38 South, Range 11 E., W.M., Klamath County, Oregon, lying Southerly of the center thread of Whitehorse Creek; EXCEPTING any portion lying within Yonna Drive and Ritter Road. The Property is Klamath County Tax lot **3811-00600-00500**.

Following entry into the Lease, the parties entered into the First Amendment to Agricultural Lease dated June 1, 2013 (the "**First Amendment**") that extended the Lease term.

On or about May 5, 2014, the parties entered into Second Amendment to Agricultural Lease (the "**Second Amendment**", and together with the First Amendment, the "**Amendments**") that extended the Lease term to May 30, 2016.

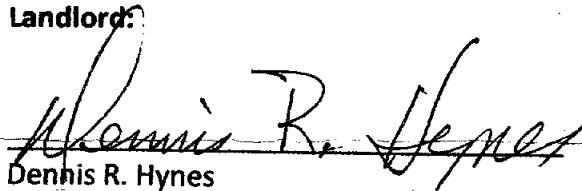
The parties therefore agree as follows:

1. **Lease Extension.** Under the terms of the Second Amendment, the parties agreed that the term of the Lease now extends from May 15, 2012 to May 30, 2016.
2. **Incorporation of Lease Provisions.** Reference is made to the Lease, and the Amendments for the complete statement of the rights and obligations of Landlord and Tenant. Copies of the Lease and the Amendments are retained in the offices of the Landlord and Tenant set forth below. The execution and recording of this Memorandum will not limit, increase, or in any manner affect any terms of the Lease, the Amendments, or the rights, interests, or obligations of the Lessor and Lessee.

3. **Successors and Assigns.** This memorandum, the Lease and the Amendments are binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.


The Lessor and Lessee have executed this memorandum as of the date first written above.

Landlord:


Dennis R. Hynes

Address: 31800 Rajnus Rd.
Malin, Oregon 97632

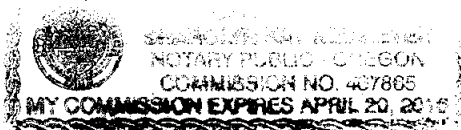
Tenant:



Sierra-Cascade Nursery, Inc.
by: Diane Lanou
its: Chief Financial Officer

Address: 9650 Gateway Dr. #203
Reno, Nevada 89521

**STATE OF OREGON
COUNTY OF KLAMATH**

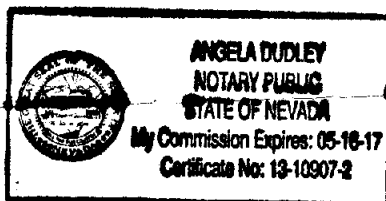
This instrument was acknowledged before me on May 8, 2014 by
Dennis R Hynes.





Notary Public my Commission Expires:
April 20, 2016

**STATE OF NEVADA
COUNTY OF WASHOE**

This instrument was acknowledged before me on May 14, 2014 by Diane Lanou as Chief Financial Officer of Sierra-Cascade Nursery, Inc.




Notary Public

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