

Recording requested by and
when recorded mail to:

Sustainable Property Holdings, LLC
Attention: Land Manager
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84106

2020-007381

Klamath County, Oregon

06/17/2020 08:23:39 AM

Fee: \$102.00

(space above this line for recorder's use)

MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of April 5, 2020 between FOUR H ORGANICS LLC ("Seller"), and SUSTAINABLE PROPERTY HOLDINGS, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser entered a Real Estate Purchase Option Agreement dated April 5, 2017 (the "Option Agreement") as evidenced of record by that Memorandum of Real Estate Purchase Option Agreement recorded on May 12, 2017, as instrument number 2017-005225, for certain lands in the County of Klamath, State of Oregon more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Seller and Purchaser subsequently entered into an Amendment to Real Estate Purchase Option Agreement effective April 5, 2020 (the "Amendment"), whereby Seller and Purchaser have agreed to amend the Option Agreement as expressly set forth therein.

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement and Amendment in a manner suitable for recording in the Official Records of Klamath County, Oregon in order to provide record notice of the Option and Purchaser's rights in and to the land subject to the Option, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser do hereby state, declare, establish and agree as follows:

1. Amendment of Option. The Option is hereby amended:
 - a. Such that the "Term" is hereby amended to a fifty-four (54) month period beginning on the effective date of the Option.
 - b. According to all other terms and conditions set forth in the Amendment.

2. Capitalized Terms. All capitalized terms used but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Option.

3. Binding Effect. The parties hereby confirm, restate, approve and ratify the Option as amended by this Memorandum and, except as provided in this Memorandum, the Option is and shall remain in full force and effect. This Memorandum is binding upon and inures to the benefit of the parties and their respective successors and assigns.

4. Titles and Captions. All section or paragraph titles or captions in this Memorandum are for convenience only, shall not be deemed part of this Memorandum, and in no way define, limit, extend or describe the scope or intent of any provision hereof.

5. Counterparts. This Memorandum may be executed in counterparts, including faxed or emailed counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

File No. 165797AM

Township 40 South, Range 12 East of the Willamette Meridian, Klamath County,
Oregon:

The SW1/4 SE1/4 and the S1/2 SW1/4 of Section 29, EXCEPTING THEREFROM the
South 120.00 feet of the East 125.00 feet and the East 30.00 feet ALSO EXCEPTING
the South 120.00 feet thereof of the SW1/4 of the SE1/4.

Section 30: The E1/2

ALSO, that portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South,
Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying
Northeasterly of the Malin-Bonanza Highway.

ACKNOWLEDGEMENT OF SELLER

"A Notary Public or other officer completing this certificate verifies only the identify of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

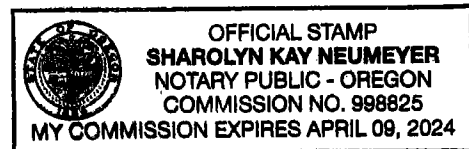
STATE OF Oregon }
 } S.S
COUNTY OF Klamath }

On May 12, 2020 before me, Sharolyn Kay Neumeier, Notary Public, personally appeared, Jennifer Hartman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sharolyn Kay Neumeier



(Notary Seal)

ACKNOWLEDGEMENT OF PURCHASER

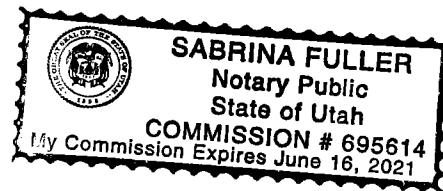
STATE OF UTAH }
 } S.S
COUNTY OF SALT LAKE }

On 5/19, 2020 before me, Sabrina Fuller, Notary Public, personally appeared, Sean McBride, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sabrina Fuller



(Notary Seal)