

A. P. No. 1221-19-002-005  
Escrow No. 2368130

When recorded mail to:

Darr Holdeman  
150 East 3rd South  
Sugar City ID  
83448

DOC # 732776  
11/10/2008 11:24AM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE MIN  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-1108 PG-1573 RPTT: 0.00



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum"), is entered into as of October 8, 2008 (the "Effective Date"), by and between DARR E. HOLDERMAN and TAMMY R. HOLDERMAN, husband and wife as joint tenants, whose address is: 150 e. 3<sup>rd</sup> South, Sugar City, Idaho 83448 ("Landlord"), and WILLIAM BYINGTON and MICHELE BYINGTON, husband and wife as joint tenants, whose address is: 650 Rocking Horse Road, Gardnerville, Nevada 89410 ("Tenant").

By executing and recording this Memorandum, Landlord and Tenant give notice of the following fact. Any person taking any interest in Landlord's Premises (as defined below) shall do so subject to all documents (including all terms of such documents) and other matters that this Memorandum refers to or discloses.

1. *Landlord's Premises.* Landlord owns the parcel of real property commonly known as 650 Rocking Horse Road, Gardnerville, Douglas County, Nevada, and more particularly described as follows:

A PARCEL OF LAND SITUATE IN AND BEING A PORTION OF THE SOUTHWEST ¼ IN SECTION 19, TOWNSHIP 12 NORTH, RANGE 21 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL C AS SET FORTH ON THAT CERTAIN PARCEL MAP #2033 FOR PATRICK K. ELLIOT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 23, 1966 AS DOCUMENT NO. 403414.

2. *Lease.* Landlord and Tenant have entered into a Lease Agreement with Option to Purchase Real Estate dated the Effective Date (as amended, modified, renewed, or extended from time to time, the "Lease").

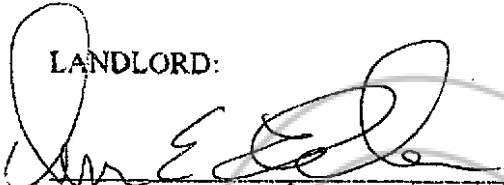
3. *Demise of Tenant's Premises.* For good and valuable consideration, Landlord has demised and hereby demises to Tenant Landlord's Premises ("Tenant's Premises"), all as the Lease provides.


4. *Description of Tenant's Premises.* The Lease describes the Tenant's Premises as follows: The real property and improvements located at 650 Rocking Horse Road, Gardnerville, Nevada 89410.

5. *Terms.* The "Commencement Date" of the Lease is November 1, 2008. The Term of the Lease began on the Commencement Date and continues for a period of twenty-four (24) months, unless terminated sooner under the Lease. Tenant has one (1) option to extend the Term. The option covers an additional Term of one (1) year. The maximum period for which the Lease may be extended is a total extension period of one (1) year. This option may be exercised by Tenant at any time during the last year of the Lease. Tenant's options, including conditions and procedures for exercise, are more fully described in the Lease.

6. *No Effect on Lease.* This Memorandum is prepared, signed, and acknowledged solely for recording purposes under Nevada law. This Memorandum does not modify, increase, decrease, or in any other way affect the rights, duties and obligations of Landlord and Tenant under the Lease. Landlord and Tenant each have rights, duties and obligations (and conditions to its rights) under the Lease but those are not enumerated here.

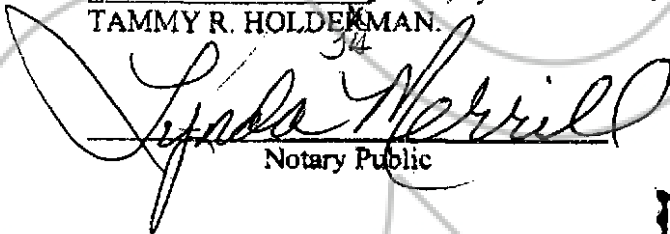
LANDLORD:

  
DARR E. HOLDERMAN  
DA

  
TAMMY R. HOLDERMAN  
JH

STATE OF Idaho )  
COUNTY OF Madison ) ss

This instrument was acknowledged before me on November 4<sup>th</sup>, 2008, by DARR E. HOLDERMAN and TAMMY R. HOLDERMAN.  
DA

  
Lynda Merrill  
Notary Public

Resides Parker  
Exp. Date 4-4-2014

LYNDA MERRILL  
NOTARY PUBLIC  
STATE OF IDAHO



TENANT:

[Signature]  
WILLIAM BYINGTON

[Signature]  
MICHELE BYINGTON

STATE OF Nevada )  
COUNTY OF Douglas ) ss

This instrument was acknowledged before me on  
November 1st, 2008, by WILLIAM MYINGTON and  
MICHELE BYINGTON.

[Signature]  
Notary Public

