

premises covered by said Lease Agreement are situate in the County of Lincoln, State of Nevada, and are more particularly described in Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

The undersigned expressly warrants and represents that it has not heretofore made any prior assignment or transfer of the Lease Agreement herein referred to and the leasehold estate created thereby upon the above described real property, and that its interest in said Lease and said leasehold estate is free and clear of any and all liens or encumbrances or indebtedness of any kind or character, and that said Lease is not in default as of this date, and that prior to this date the undersigned has received no notice of any default or claimed default in connection therewith.

TO HAVE AND TO HOLD the same unto the said Parties of the Second Part, to their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 29 day of October, 1993.

PIONEER CITIZENS BANK OF NEVADA,
successor ancillary trustee under
the Declaration of Trust known as
BURNS FAMILY TRUST dated January 6,
1978

By [Signature]
Its Assistant Vice President / Trust Officer
"Assignor"

WHIPPLE CATTLE COMPANY, INC.

By _____
Its _____

WILLIAM RANDALL

JOHN R. CABE

"Assignees"

10-22/93 12:22 702 789 4112

K.A.

2004

in the County of Lincoln, State of Nevada, and are more particularly described in Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

The undersigned expressly warrants and represents that it has not heretofore made any prior assignment or transfer of the Lease Agreement herein referred to and the leasehold estate created thereby upon the above described real property, and that its' interest in said Lease and said leasehold estate is free and clear of any and all liens or encumbrances or indebtedness of any kind or character, and that said Lease is not in default as of this date, and that prior to this date the undersigned has received no notice of any default or claimed default in connection therewith.

TO HAVE AND TO HOLD the same unto the said Parties of the Second Part, to their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this ____ day of _____, 1993.

PIONEER CITIZENS BANK OF NEVADA,
successor ancillary trustee under
the Declaration of Trust known as
BURNS FAMILY TRUST dated January 6,
1978

By _____

Its _____

"Assignor"

WHIPPLE CATTLE COMPANY, INC.

By *Butch [Signature]*

Its *President*

William Randall
WILLIAM RANDALL

John R. Cabe
JOHN R. CABE

"Assignees"

Lincoln County

10/22/83 12:24 8702 789 4112 K.A.
10/25/93 13:37 COV COUNTY TITLE - 782 7894119

007
NO. 353 DB:

"EXHIBIT A"

The land referred to in this report is situated in the State of Nevada, County of LINCOLN and is described as follows:

PARCEL 1:

In Township 5 South, Range 60 East, M.D.B.&M.

Section 36: The South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter

Except any portion of said land heretofore conveyed to the State of Nevada for highway purposes.

In Township 6 South, Range 60 East, M.D.B.&M.

Section 1: The Northeast Quarter, The Southwest Quarter of the Southeast Quarter and the East Half of the Southeast Quarter.

Except any portion of said land heretofore conveyed to the State of Nevada for highway purposes.

Also excepting therefrom that certain parcel of land conveyed by Deed recorded June 1, 1937 in Book E-1 of Real Estate Deeds, page 259 in File No. 12070, Lincoln County, Nevada records, more particularly described as follows:

Commencing at a point 160 feet South of the Northeast corner of Section 1, Township 6 South, Range 60 East, M.D.B.&M., and running West 275 feet to East right-of-way fence, thence 100 feet West across the Highway to the West right-of-way fence; thence, 450 feet West to Northwest Corner; thence, Southerly 1950 feet to the Southwest Corner; thence East, 640 feet to West right-of-way fence, or Southeast Corner; thence, northerly along the Right-of-way fence 500 feet; thence East 100 feet across Highway to East Right-of-way fence, thence 300 feet Easterly; thence Northerly 1450 feet to point of beginning, being a portion of Lot 1 and the Southeast Quarter of the Northeast Quarter of Section 1, Township 6 South, Range 60 East, M.D.B.&M.

Section 12: The East Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter.

Except any portion of said land heretofore conveyed to the State of Nevada for highway purposes.

In Township 6 South, Range 61 East, M.D.B.&M.

Section 7: The West Half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter and the Southwest Quarter.

Except any portion of said land heretofore conveyed to the State of Nevada for highway purposes.
(Continued)

Lincoln County

10/22/93 12:24 702 789 4112 K.A.
10/25/93 13:37 COU COUNTY TITLE + 702 7894119

008
NO. 353 00

LEGAL DESCRIPTION - continued
Order No.: 19008927

Section 18: The Northwest Quarter and the West Half of the Northeast Quarter.

Except any portion of said land heretofore conveyed to the State of Nevada for highway purposes.

ASSESSOR'S PARCEL NUMBER FOR 1993 - 1994:

11-100-05
11-100-07
11-100-09
11-120-01
11-120-16
11-160-02

PARCEL 2:

Township 6 South, Range 60 East, M.D.S.&M.

Section 1: The East Half of the Northwest Quarter of the Southeast Quarter, the East Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, the South Half of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter;

Section 12: The East Half of the East Half of the West Half of the Northeast Quarter, the East Half of the Southeast Quarter of the Southeast Quarter;

ASSESSOR'S PARCEL NUMBER FOR 1993 - 1994:

11-100-06
11-100-08
11-100-10

10-22-93 12:23 702 790 4112

I.A.

005

STATE OF Nevada)
COUNTY OF Washoe) SS.

This instrument was acknowledged before me on Oct 25, 1993, by LINNA TUXON the Assistant Vice President of PIONEER CITIZENS BANK OF NEVADA, successor ancillary trustee under the Declaration of Trust known as BURNS FAMILY TRUST dated January 6, 1978.

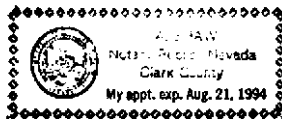


Kathleen
Notary Public

STATE OF Nevada)
COUNTY OF Clark) SS.

This instrument was acknowledged before me on 10/22/93, 1993, by BRET O. WHIPPLE the PRESIDENT of WHIPPLE CATTLE COMPANY, INC.

[Signature]
Notary Public



Lincoln County

10-22/93 12:23 702 789 4112

K.A.

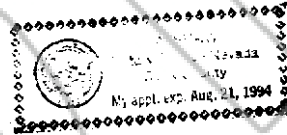
006

STATE OF Nevada)
) ss.
COUNTY OF Clark)

Signed and sworn to before me on 10/22/93, 1993, by
WILLIAM RANDALL, an unmarried man.



Notary Public

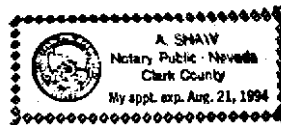


STATE OF Nevada)
) ss.
COUNTY OF Clark)

Signed and sworn to before me on 10/22/93, 1993, by
JOHN R. CABE, an unmarried man.



Notary Public



STONKS\084011.KA\dp

RECEIVED
JUN 23 1993

JUN 23 - 1993
(lease)

"EXHIBIT B"

PASTURE AND GRAZING LEASE

This Lease is executed in triplicate at Fresno, California on June 10, 1993, by and between Pioneer Citizen's Bank of Nevada as Successor Ancillary Trustee - Burns Family Trust (hereinafter referred to as "LANDLORD"), and E. Edwin Higbee (hereinafter referred to as "TENANT").

DESCRIPTION

LANDLORD leases to TENANT, and TENANT hires from LANDLORD on the terms and conditions set forth in this Lease the premises with appurtenances situated in Lincoln County, State of Nevada, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TERM

The term of this Lease shall be One (1) year beginning on June 01, 1993, and terminating on May 31, 1994.

RENT

TENANT agrees to pay LANDLORD at LANDLORD'S place of business the sum of Nineteen Thousand Eight Hundred Dollars (\$19,800.00) as total cash rental during the term of this Lease, payable as follows: On execution of this document and no later than June 10, 1993.

LATE CHARGE

TENANT acknowledges that the late payment by TENANT of any base rent or additional rent will cause LANDLORD to incur costs and expenses, the exact amount of which is extremely difficult and impractical to fix. Such costs and expenses will include administration, collection costs, processing and accounting expenses. Therefore, if any base rent or additional rent is not received by LANDLORD within fifteen (15) calendar days after it is due, TENANT shall immediately pay to LANDLORD a late charge equal to five percent (5%) of such delinquent amount. LANDLORD and TENANT agree that such late charge represents a reasonable estimate of such costs and expenses and is fair compensation to LANDLORD for the loss suffered by TENANT's failure to make timely payment. In no event shall such late charge be deemed to grant to TENANT a grace period or extension of time within which to pay any rent or prevent LANDLORD from exercising any right or enforcing any remedy available to LANDLORD upon TENANT's failure to pay all rent due under this lease in a timely fashion, including the right to terminate this lease. All amounts of money payable by TENANT to LANDLORD hereunder, if not paid when due, shall bear interest from the due date until paid at the

maximum annual interest rate allowed by law for business loans (not primarily for personal, family or household purposes) not exempt from the usury law at such due date or, if there is no such maximum annual interest rate, at the rate of ten percent (10%) per annum.

SUBJECT TO EXISTING RIGHTS OF OTHERS

This Lease is subject to all existing easements, servitudes, licenses, and rights of way for canals, ditches, levees, roads, highways, and telegraph, telephone and electric power lines, railroads, pipelines and other purposes whether recorded or not.

PURPOSE

This Lease is made for the sole, limited, and restricted purpose permitting TENANT to utilize the pasture for grazing and pasturing of livestock, and not for a public accommodation as defined by The Americans with Disabilities Act ("ADA") which became effective on January 26, 1992. The LANDLORD and TENANT agree that no portion of the property is currently used as a public accommodation as defined by (ADA) and further agree that if the TENANT desires to make any changes to the property which would make the property a place of public accommodation as defined by (ADA) that the TENANT shall obtain the prior written approval of the LANDLORD before making such change and agrees to make such changes in conformance with all the provisions and requirements of The Americans with Disabilities Act.

GRAZING AND PASTURING OPERATIONS

All grazing and pasturing operations done and conducted by TENANT hereunder shall be performed in a good husbandryman manner in accordance with the best methods of farming and husbandry practiced in the vicinity and shall be in accordance with applicable laws, statutes, ordinances and regulations of all federal, state and county bodies having jurisdiction in matters affecting the operations under this agreement. Such good farmer like manner shall include, without limitation:

- a. grazing the demised premises in a good and livestockmen like manner and in accordance with the local custom and practice of grazing stubble and farming land, and not to overgraze the property;
- b. using all reasonable and proper means customarily employed by stockmen to inhibit or reduce to a minimum the growth of thistles, cockleburs and other foul or noxious weeds or vegetation;

c. taking appropriate action to prevent the infiltration and increase of squirrels and other rodent population by placing effective poison and pesticides in appropriate places and at appropriate times as can be done without jeopardizing the health of physical well-being of livestock then grazing on such premises; and

d. repairing and maintaining all cattleguards, gates, bridges, fences and other fixtures required to restrain and maintain livestock, in serviceable condition as the same are in at the commencement of the Lease term, damage by the elements or other acts of God excepted.

ACCEPTANCE AND CARE OF PREMISES

TENANT accepts the premises in their present condition, and TENANT agrees that it will, at all times during the term of this Lease, keep all buildings, fences, roads and equipment of any kind in a good condition and state of repair, reasonable use, wear and damage by fire, act of God, or the elements excepted, at its own expense and without any expense whatsoever to the LANDLORD, and TENANT further agrees, on the last day of the term or on sooner termination of this Lease to surrender the premises and the appurtenances to LANDLORD in the same condition as when received, reasonable use, wear and damage by fire, act of God, or the elements again excepted, and to remove all of the TENANT'S property from the premises.

TENANT'S use of buildings, improvements and equipment shall be at TENANT'S risk.

UTILITIES

LANDLORD shall not be required to provide TENANT with utilities. TENANT shall pay for all utilities used.

FERTILIZERS AND CHEMICALS

TENANT shall be responsible for the cost of all fertilizers, herbicides, insecticides, and other required sprays and chemicals necessary for crop production on the premises during the term. The application of such fertilizers, herbicides, insecticides, sprays and chemicals shall be in accordance with applicable laws, statutes, ordinances and regulations of all federal, state, county, and city bodies having jurisdiction in such matters. Further, TENANT shall not use or apply any substance imposing plant back restrictions on the premises that would extend beyond the termination date of this Lease. If TENANT fails to comply with one or more of the obligations stated in this paragraph, then TENANT shall indemnify, defend and hold LANDLORD harmless from any

and all claims, judgments, penalties, fines, costs, liabilities or losses (including without limitation, diminution in the value of the premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises, settlement of claims, attorneys fees, consultant fees and expert fees) which arise during or after the Lease terms as a result of such failure to comply.

WASTE

TENANT shall not commit, or suffer to be committed, any waste upon the premises, or any nuisance (including but not limited to a public nuisance under S12648 of the California Food and Agricultural Code), or any other act which may damage the value of the premises or which may disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property. If TENANT fails to comply with one or more of the obligations stated in this paragraph, then TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses (including without limitation, diminution in the value of the premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises, settlement of claims, attorneys fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such failure to comply.

TOXIC OR HAZARDOUS WASTE

TENANT and LANDLORD agree that no known toxic or hazardous waste conditions presently exist on the property.

TENANT agrees to store, apply and dispose of, obtain and maintain all applicable permits pertaining to all toxic and hazardous materials as permitted by and in compliance with all environmental laws.

TENANT further agrees that in the event TENANT is unable or unwilling to immediately clean up toxic or hazardous waste contamination occurring during or as a result of his tenancy of the property, LANDLORD reserves the right to immediately clean up said contamination, and TENANT is to indemnify and hold harmless LANDLORD from any and all costs, claims, loss or liability, including third-party claims and regardless of legal theory, arising directly or indirectly out of or attributable to any soil or ground water contamination on, under or adjacent to the property, or the storage, release, threatened release or disposal of toxic or hazardous waste of any kind on the property, including without limitation costs or clean-up, civil penalties assessed for any such contamination, disposal or other remedial or preventative action. This indemnity and hold harmless agreement shall apply to any and all contamination caused by TENANT.

ABANDONMENT OF PREMISES

TENANT shall not vacate or abandon the premises at any time during the term; and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned, and at the option of LANDLORD.

INSURANCE HAZARDS

TENANT shall not use the premises nor permit others to use them, nor do or permit acts that will increase the existing rates of insurance on the structures, trees or other permanent crops on the premises, or cause a cancellation of any insurance policy covering, in whole or in part, the structures, trees and permanent crops; nor shall TENANT sell, or permit to be kept, used or sold, in or about the premises, any article that is prohibited by the standard form of fire insurance policies. TENANT shall comply with all requirements applying to the premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance covering the structures, trees and permanent crops.

OIL, GAS AND MINERAL RIGHTS

All rights in all minerals, oil, gas and other hydrocarbons located on or under the leased premises are particularly reserved to LANDLORD and are particularly excepted from the property covered by the terms of this Lease. TENANT expressly grants to LANDLORD, and to TENANTS of these oil, gas, and mineral rights, and to LANDLORD'S agents or licensees, a right of entry and right-of-way for ingress and egress in and to, over and on, the leased premises during the term of this Lease for the exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the leased premises; provided that LANDLORD shall reimburse TENANT for any reasonable damages that TENANT sustains as a result of any interference with the agricultural operations conducted on the leased premises under the terms of this Lease arising from exploration, drilling or mining operations.

ALTERATIONS

TENANT shall not make, or permit to be made, alterations of the premises, without first obtaining LANDLORD'S written consent. Additions to, or alterations of, the premises, except trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

FLOOD DAMAGE

TENANT acknowledges that he is fully acquainted with the demised premises, all facilities affecting the demised premises, and the possibility that the leased premises could be flooded from many causes including without limitation the following:

- a. Levee over-topping and levee failure due to natural causes such as wind, tides, barometric pressure changes, rainfall, rainfall runoff, earthquakes, levee settlement and rodents.
- b. Levee over-topping and levee failure due to man related causes including negligence of LANDLORD, any reclamation district and any other governmental agency such as inadequate or improper levee maintenance, flood fighting, and or patrol, dredging, water releases, obstruction of water flows and water diversions.
- c. Failure of the drainage system due to natural or man related causes including negligence of LANDLORD, any reclamation district and other governmental agency.
- d. Failure to construct, repair, maintain or operate levees, drainage or irrigation facilities or other facilities whether due to limited funding or otherwise.

TENANT hereby expressly assumes the risk of damage arising out of the above and hereby waives the right (including the right on the part of any insurer through subrogation) to make any claim pertaining to the same as against the LANDLORD.

TENANT agrees to hold the LANDLORD free and harmless and indemnify them against any and all claims (including claims for negligence of LANDLORD and claims for inverse condemnation and for negligence of any reclamation district or other governmental agency) and expense for damage to property belonging to or used in connection with TENANT'S equipment, improvements and ground preparation caused by flooding due to the causes set forth above or any other cause than an intentional or malicious act.

WATER

Water necessary for stock water and irrigation water on the premises shall be available to TENANT during the term of the lease from wells, pumps and pipelines presently existing on the premises and from the facilities of the Ash Springs and Pahranaagat Lakes Districts. All maintenance of and repairs to the wells, pumps and pipelines shall be at TENANT'S cost and expense. If replacement of the wells, pumps or pipelines becomes necessary during the term of the lease, replacement costs will be at LANDLORD'S expense except when such replacement is due to TENANT'S neglect. All power charges, including electrical energy and standby charges for the operation of the pumps, shall be at TENANT'S expense. Landlord shall pay all district taxes and assessments levied against the premises. Tenant shall pay any and all water tolls. LANDLORD assumes no

responsibility to TENANT for any water shortage from the facilities mentioned above and assumes no responsibility for, and does not warrant, the quality or quantity of the water supplied to the premises. Water from the sources aforementioned shall be used only on the premises and in the performance of TENANT's obligations under this lease, and this water shall not be exported to other lands without previously obtaining the LANDLORD's written consent.

DITCHES AND DRAINS

All of the farm ditches, laterals and drains on the premises (other than those under the jurisdiction of any irrigation district, reclamation district or other public agency) shall be cleaned and maintained by TENANT at his cost and expense during the term of the Lease.

ASSIGNMENT AND SUBLETTING

TENANT shall not assign this Lease, or any rights to it, and shall not sublet the entire or any part of the premises or any right or privilege appurtenant to the premises, or permit or transfer any interests herein without first obtaining the written consent of the LANDLORD. It is understood by and between the parties hereto that the TENANT may sublease portions of the demised premises, provided, however, that the written consent of the LANDLORD be first had and obtained for each such sublease, and further provided that the parties hereto first agree upon the consideration to be paid the LANDLORD. An assignment or subletting without LANDLORD'S consent shall be void and shall, at LANDLORD'S option, terminate this Lease. No interest of TENANT in this Lease shall be assignable by operation of law without LANDLORD'S written consent.

TAXES

All Lincoln County real property taxes shall be paid by LANDLORD.

TERMINATION OF LEASE ON CONDEMNATION -TOTAL AND PARTIAL TAKING- STIPULATIONS AS TO CONDEMNATION AWARDS.

In the event the whole of the leased premises are taken for public or quasi-public purposes by the government of the United States, the State of Nevada, the County of Lincoln, or any government or power whatsoever, or by any corporation under the right of eminent domain, or should the whole of the leased premises be condemned by any court, city, county, state, or governmental authority or office, department or bureau of any

city, county, state, or of the United States, then in any such event this Lease shall terminate as of the date title to the leased premises vests in the condemning authority. For the purposes hereof, such date of vesting in the condemnor terminating this Lease shall operate as though it were the date originally intended by the parties for expiration of the tenancy created hereunder, and the rent reserved herein shall be adjusted in the light of the condemnation, so that TENANT shall pay rent to LANDLORDS only up to the date of vesting in the condemnor. Any prepaid or advance rental paid by TENANT to LANDLORDS for that part of the term extending beyond the date on which the title vests in the condemnor shall be refunded within thirty (30) days after LANDLORD has received an award of just compensation from the condemning authority for the taking of the leased premises, provided TENANT shall have duly performed all the covenants and conditions of this Lease by it to be performed.

In the event that only a portion of the leased premises is taken as specified above, LANDLORD shall have the right to terminate this Lease as of the date title thereto vests in the condemnor by giving to TENANT written notice of such termination; but should LANDLORDS not so terminate this Lease when a portion of the leased premises is so taken, this Lease shall terminate as to the part taken, and the rent reserved herein shall be adjusted for the remainder of the leased premises so that the TENANT shall be required to pay for the balance of the term that portion of the rent reserved herein which the value of the portion of the leased premises remaining after condemnation bears to the value of the leased premises immediately prior to the date of condemnation. The rental shall be apportioned as aforesaid by agreement between the parties or by arbitration or legal proceedings, but pending such determination or adjudication TENANT shall pay at the time and in the manner above provided the rental herein reserved, and all other charges herein required to be paid by TENANT, without deduction, and on such determination or legal adjudication, TENANT shall be entitled to credit for any excess rentals paid.

In the event of the total or partial condemnation of the premises as specified above, TENANT shall have the right to remove all crops and improvements placed by it on the leased premises affected by such condemnation as heretofore provided for such removal at the expiration of this Lease, provided TENANT shall have duly performed all the covenants and conditions of this Lease on its part to be performed up to the time of such removal; or if the crops and improvements may not be so removed or TENANT elects not to so remove them, then TENANT may receive from the body or authority taking the property the value of such crops and

improvements as under the terms of this Lease might have been removed, as personal property and not as part of the real estate, and in no event shall TENANT receive any portion of any award made to LANDLORDS, but its sole rights shall be limited to a separate claim for the value of the aforementioned crops and improvements as personal property.

In none of the above events shall TENANT receive any portion of, or make any claim against, any award made to LANDLORDS by the condemnation of the leased premises, and the TENANT hereby waives and relinquishes any or all claims against LANDLORDS that may be occasioned by the taking of the leased premises or any part thereof under the power of eminent domain.

NONLIABILITY OF OWNER FOR DAMAGES

TENANT agrees to keep LANDLORD free from all liability and claim for damages arising from any injury from any cause to any person, including TENANT, or to property of any kind belonging to anyone, including TENANT, while, in, upon, or in any way connected with the leased premises and the flooding of county roads or neighboring lands because of improper or inadequate drainage or escaping irrigation waters, during the term or any extension of this Lease, or any occupancy under this Lease.

TENANT further agrees to take out and keep in force during the term of this Lease at his own expense, public liability insurance in companies and through brokers approved by LANDLORD for protection against liability to the public arising as an incident to the use of or resulting from any accident occurring in or about the premises. The limits of liability under this insurance are to be for amounts not less than \$1,000,000.00 for any one accident. These policies shall insure the contingent liability of LANDLORD and are to be placed with LANDLORD. TENANT has the duty to obtain a written obligation imposed on the insurance carriers to notify LANDLORD in writing before any cancellation of the insurance. TENANT agrees that, if TENANT does not keep the insurance in force, LANDLORD may take out the necessary insurance and pay the premium. The repayment of the premium shall be part of the rental and payment shall be made on the next day on which rent becomes due. TENANT further agrees to take out and keep in force during the term of this Lease, at his own expense, proper and adequate workmen's compensation insurance.

REMEDIES OF LANDLORD ON DEFAULT

If TENANT breaches this Lease, LANDLORD shall have an immediate right of re-entry, with or without notice, and the right to take possession of all crops, harvested or unharvested, and to remove all persons and property from the premises. LANDLORD may store the property removed in a public warehouse or elsewhere at TENANT'S expense and for his account. LANDLORD, at his election, shall become the owner of all crops of which he has so taken

possession and, except when he elects to proceed under option (c) below, shall not be obligated to compensate TENANT for them.

If LANDLORD elects to re-enter as provided above, or to take possession under legal proceedings or under any notice provided by law:

a. LANDLORD may terminate this Lease, or

b. LANDLORD may from time to time, without terminating this Lease, relet the entire or any part of the premises for such terms (which may extend beyond the term of this Lease) and at such rental and other conditions as LANDLORD in his sole discretion deems advisable. LANDLORD also has the right to make alterations and repairs to the premises. On each re-letting, TENANT shall be immediately liable to pay to LANDLORD the expenses of re-letting and of making alterations and repairs incurred by LANDLORD and all other indebtedness, except rent, due under the Lease, or

c. LANDLORD, or his agents or assigns, or a receiver appointed at his instance may (1) perform TENANT'S duties under this Lease in such things as maintaining the premises and growing, harvesting, and marketing the crops contemplated by the Lease, (2) charge the proceeds of the crops with all reasonable costs of maintenance and husbandry, and (3) divide the remainder of the proceeds with TENANT in the same proportions as the crop would have been divided between LANDLORD and TENANT if TENANT had faithfully performed under this Lease. If the costs exceed the proceeds received for the crop, the deficiency shall be borne by LANDLORD and TENANT in the same proportions as the crop would have been divided between LANDLORD and TENANT if TENANT had faithfully performed under this Lease, or

d. LANDLORD may exercise all other rights that become available to it if TENANT breaches or defaults in his obligations under this Lease.

No re-entry or taking possession of premises by LANDLORD shall be constructed as an election by him to terminate this Lease unless a written notice of such intention is given to TENANT or the Lease is declared to be terminated by a court of competent jurisdiction.

Nothing contained in this Lease, and no security or guarantee that LANDLORD holds now or in the future under the Lease, shall in any way constitute or bar a defense to an action by LANDLORD in unlawful detainer or for recovery of the premises.

INSOLVENCY: RECEIVER

Any one of the following constitutes a breach of this

Lease by TENANT:

- a. The appointment of a receiver to take possession of all or substantially all of the assets of TENANT, or
- b. A general assignment by TENANT for the benefit of creditors, or
- c. An action taken or suffered by TENANT under any insolvency or bankruptcy act.

INSPECTION AND ENTRY BY OWNER

TENANT shall permit LANDLORD, his agents and assigns, to enter into and on the leased premises, and to use any roads now or hereafter established upon the premises at all reasonable times, for the purpose of inspection, compliance with the terms of this Lease, and exercise of all rights hereunder, posting notices, and other lawful purposes.

MECHANIC'S LIENS

TENANT agrees to keep and maintain all premises free and clear of all labor liens, mechanic's and materialmen liens, or other clouds, encumbrances and charges occurring by reason of TENANT'S operations upon the demised premises, or as a result of any act done, suffered or omitted or indebtedness incurred by TENANT.

SUBORDINATION

This Lease shall be subordinate to any mortgages or deeds of trust that may subsequently be placed on the premises, to all advances made under them, to the interest on all obligations secured by them, and to all renewals, replacements, and extensions of them.

PROVIDED, HOWEVER, the mortgagee or beneficiary in these mortgages or deeds of trust shall recognize the Lease of TENANT in the event of foreclosure if TENANT is not in default under the terms of the Lease. If any mortgagee or beneficiary elects to have this Lease superior to its mortgage or deed of trust and gives notice of its election to TENANT, then this Lease shall be superior to the lien of that mortgage or deed of trust, whether this Lease is dated or recorded before or after the mortgage or deed of trust.

HUNTING RIGHTS

All of the hunting rights and privileges on the leased premises are particularly reserved to LANDLORD. TENANT agrees that it will not permit any hunting on the premises without the express written approval of the LANDLORD.

LEASE TERMINATION UPON SALE

LANDLORD retains the right to sell the property throughout the term of this Lease. In the event that LANDLORD desires to sell all or a portion of the demised premises for any purpose during the period of the Lease, TENANT has agreed that LANDLORD shall have the right to cancel this Lease as to such portions of the premises. This right of cancellation and termination shall be exercised by the LANDLORD only after 90 days written notice to TENANT. TENANT will be reimbursed any prepaid rental paid to LANDLORD, if applicable, on a prorated basis for the demised premises.

WAIVER

The waiver by LANDLORD of a breach of any term, covenant or condition contained in this Lease shall not be treated as a waiver of such term, covenant, or condition, or as a waiver of a future breach of the same or any other term, covenant, or condition contained in this Lease. The acceptance of rent by LANDLORD shall not be treated as a waiver of a previous breach by TENANT of any term, covenant, or condition of this Lease, other than the failure of TENANT to pay the particular rental so accepted, regardless of LANDLORD'S knowledge of a previous breach at the time of acceptance of rent.

NOTICES

Any notice to be given to either party by the other shall be in writing and shall be served either personally or by registered or certified mail addressed as follows:

LANDLORD

C/O
Wells Fargo Bank, N. A.
Central Valley Real Estate
2222 W. Shaw Ave., Suite 11
Fresno, CA 93711
Telephone (209) 441-5005

TENANT

E. Edwin Higbee
Burns Ranch
Box 15
Hiko, Nevada 89017
Telephone (702)725-3516

HOLDING OVER

Any holding over after the expiration of the term of this Lease, or any extension thereof, with the consent of the LANDLORD, shall be treated as a tenancy from month to month at a rental of \$2.00 per gross acre per month, due in advance monthly on the first day of the month for each month the the Lease is held over, and shall otherwise be on the terms and conditions specified in this Lease, as far as applicable.

ATTORNEYS' FEES ON DEFAULT

In any action or proceeding by either party to enforce this Lease or any provisions thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorneys' fees.

INTEGRATION CLAUSE

This agreement constitutes the entire agreement between the parties and supersedes all prior discussion, negotiations, and agreements whether oral or written. Any amendments to this agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

LEGAL EFFECT

All covenants contained herein shall be conditions. Time is of the essence.

This Lease shall inure to the benefit of and be binding upon the heirs, successors, executors, administrators and assigns of all parties to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this
LEASE on the day and at the place first written above.

TENANT

By: E. Edwin Higbee For: E. Edwin Higbee

LANDLORD

Pioneer Citizen's Bank of Nevada
as Successor Ancillary Trustee
Burns Family Trust.

By: [Signature]

By: _____

EXHIBIT A

All those certain parcels of land situate in the County of Lincoln, State of Nevada, and more particularly described as follows, to wit:

Parcel 1:

In Township 5 South, Range 60 East, M.D.B. & M.:

Section 36, the South half of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter;

In Township 6 South, Range 60 East, M.D.B. & M.:

Section 1, the Northeast Quarter, the Southwest Quarter of the Southeast Quarter and the East half of the Southeast Quarter,

Section 12, the East half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter;

In Township 6 South, Range 61 East, M.D.B. & M.:

Section 7, the West half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter and the Southwest Quarter

Section 12, the Northwest Quarter and the West half of the Northeast Quarter;

Containing 1,040 acres more or less, and commonly known as the "Middle Ranch", except that part of said property heretofore conveyed to the State of Nevada for highway purposes and except a parcel of land of about thirty-four acres in Lot 1 and the Southeast Quarter of the Northeast Quarter of Section 1, Township 6 South, Range 60 East, M.D.B. & M. heretofore conveyed to Hail and Cashman by deed recorded in Book E-1 of Deeds, Page 258 Lincoln County records.

Parcel 2:

Township 6 South, Range 60 East, M.D.B. & M.

Section 1: the East half of the Northwest quarter of the Southeast Quarter, the East half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, the South half of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter;

Section 12: the East half of the East half of the West half of the Northeast Quarter, the East half of the Southeast Quarter of the Southeast Quarter;
Containing 68.75 acres.
Lincoln County, Nevada.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right of way thereon for ditches and canals constructed by the authority of the United States, act of Aug. 30, 1890, 26 Stat. 391; 43 U.S.C. 945;
2. All mineral deposits in the lands so patented, and to it, or persons authorized by it, the right to prospect, mine and remove such deposits from the same under applicable law and such regulations as the secretary of the interior may prescribe.

101111

RECORDED AT REC. TO
Cow County Title

November 3, 1993

T. 10 MINUTES EAST 3.0

P. BOOK 107 OF GR.

PL. 598 LINCO.

NEVADA.

Yuriko Setzer

By *Julie Beucher*, Deputy