

LEASE AGREEMENT
THE GRUBSTEAK RESTAURANT

THIS AGREEMENT, made at Pioche, Nevada, effective the thirtieth day of May 1997 by and between Judee Joseph, owner of the Grubsteak Restaurant ("Lessor") and Patrick Joseph McNeill ("Lessee").

WHEREAS, Judee Joseph owns and possesses that certain structure known as The Grubsteak (A Dinner House) located at 82 Main Street, Pioche, Nevada.

WHEREAS, Lessee desires to lease the facility for the purpose of selling food to the Public.

NOW THEREFORE, Judee Joseph ("Lessor") and Patrick Joseph McNeill ("Lessee") hereby agree to enter into a Lease of the Facility under the following terms and conditions:

I. EXCLUSIVE USE

Lessee has inspected the facility and finds it suitable for its purposes and accepts use of the Facility "as is" in its present condition in which it existed on the Effective Date of the thirtieth of May, 1997.

II. TERM

The term of this Lease shall be for a period of six months. This Lease may be renewed for an additional six months if so agreed upon by both parties.

III. CONSIDERATION

Prior to the Effective Date, Lessee shall pay to the Lessor the sum of One Thousand Dollars (\$1,000.00), to be considered an expedite fee for Lessor making the facility available to Lessee on the Thirtieth day of May, 1997.

IV. MONTHLY RENTAL

Monthly rental shall be ten percent (10%) of the Gross receipts of said business, due four times a month (weekly).

V. LICENSES AND PERMITS

All licenses and permits shall remain the responsibility of the Lessor during the term of this lease. However, partial payment for such documents will have to be compensated for by the Lessee.

VI. LIABILITY AND INSURANCE

During the term of the Lease, all insurance will be the responsibility of the Lessor.

VII. INSTALLATION AND REMOVAL OF EQUIPMENT

All work in remodeling and equipment brought in by Lessee shall remain a part of the property upon termination of said Lease.

(STIPULATION) If said property is sold at any time during this Lease, Lessor agrees to compensate Lessee in the amount of ten percent (10%) of the Gross of any amount in excess of One Hundred and Seventy-five Thousand Dollars (\$175,000.00).

VIII. RECLAMATION

Upon termination of the Lease, Lessee shall vacate the Facility in as good as or better condition than the conditions which existed at the consummation of this lease.

IX. NOTICE

All practices conducted in the operation of the business shall be solely and completely under the direction of the Lessee.

X. AGREEMENT AND RECORDING OF LEASE

The parties hereto agree to execute a copy of this Lease for the purpose of recording same in the records of Lincoln County, Nevada so as to give public notice pursuant to the laws of the State of Nevada as to the existence of this Lease.

THE forgoing constitutes the entire agreement between the parties. The signatures below constitute the execution of this agreement.

(THE GRUBSTEAK

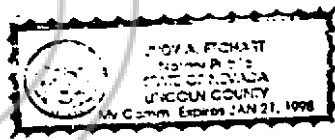
(By (Lessor) Judee Joseph
Judee Joseph

(Patrick Joseph McNeill

(By (Lessee) Patrick J. McNeill
Patrick Joseph McNeill

(State Of Nevada) On the Thirtieth of May, 1997, the above
(County of Lincoln) before me (A Notary Public) did appear
and sign this instrument: Judee Joseph
and Patrick Joseph McNeill

Notary Public: Judy A. Etcheart
Date: 6-6-97



Witness: _____
Date: _____

109092

NO. _____
Filed And Recorded At Request Of
PATRICK JOSEPH MCNEILL
JUNE 6, 1997
At 30 Minutes Past 2 O'Clock
P M In Book 128 Of Official Records
Page 368 Lincoln County Nevada.

YURIKO SETZER
County Recorder
BY Lillian Borchert, DEPUTY