

BOOK 376 PAGE 60-65
OFFICIAL RECORDS
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Stewart Jolly
2004 MAR -5 AM 11:09

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 19⁰⁰

185744

APN# 007-400-02

Recording Requested by and Return To:

Name Mark Mayle Farms, LLC

Address 1999 Strasdin lane

City/State/Zip Fallon, NV 89406

03213307

First Right of Refusal
(Title of Document)

This cover page must be typed or printed

When recorded mail to:
Mark Moyle Farms, LLC.
1999 Strasdin Lane
Fallon, NV 89406

03213307

FIRST RIGHT OF REFUSAL

THIS FIRST RIGHT OF REFUSAL, made and entered into as of this 1st day of ~~February~~^{March}, 2004, by and between **KENNETH N. STENTON**, County of Eureka, State of Nevada, ("STENTON"), and **MARK MOYLE FARMS, LLC**, a Nevada limited liability company, ("MOYLE FARMS").

WITNESSETH:

That for and in consideration of the mutual covenants on the part of the respective parties hereto to be performed and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, which STENTON acknowledges receipt of by his signature hereunder, STENTON grants a First Right of Refusal to MOYLE FARMS to lease that certain real property and center pivots, barns, corrals and crops located on the real property ("the property") in Eureka County, Nevada, more specifically described as the NE1/4, Section 18, Township 21 North, Range 53 East, M.D.B.&M.

I.

FIRST RIGHT OF REFUSAL

This First Right of Refusal grants to the MOYLE FARMS the right to lease the property described above on the same terms as offered to STENTON by any bona-fide third party.

II.

METHOD OF EXERCISE

After the delivery by STENTON of an offer by a third party to MOYLE FARMS, it shall have ten (10) days in which to exercise this First Right of Refusal. To exercise this First Right of Refusal, MOYLE FARMS must, on or before the end of the ten (10) day period, notify STENTON in writing of its intent to exercise its First Right of Refusal.

III.

TERM

In the event STENTON sells or otherwise transfers the property described herein, this First Right of Refusal shall terminate without further notice and shall be of no further force or effect.

IV.
GENERAL TERMS

- A. This Agreement may not be assigned or transferred without the express written consent of the non-assigning or non-transferring parties.
- B. This Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach of this Agreement by any of the parties, in addition to other specific remedies herein, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.
- C. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
- D. Each party has reviewed this Agreement, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- E. In the event that one or more of the provisions, or portions thereof, of the Agreement is determined to be illegal and unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

MOYLE FARMS:

MARK MOYLE FARMS, LLC
By: The Mark & Teresa Moyle
Family Trust, Managing Member

By *Mark S Moyle*
MARK S. MOYLE, Trustee

By *Teresa Y Moyle*
TERESA Y. MOYLE, Trustee

STENTON:

KENNETH N. STENTON

By: DAVID P. WARD, his
attorney-in-fact

IV.
GENERAL TERMS

A. This Agreement may not be assigned or transferred without the express written consent of the non-assigning or non-transferring parties.

B. This Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach of this Agreement by any of the parties, in addition to other specific remedies herein, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.

C. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

D. Each party has reviewed this Agreement, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

E. In the event that one or more of the provisions, or portions thereof, of the Agreement is determined to be illegal and unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

MOYLE FARMS:

MARK MOYLE FARMS, LLC
By: The Mark & Teresa Moyle
Family Trust, Managing Member

By _____
MARK S. MOYLE, Trustee

By _____
TERESA Y. MOYLE, Trustee

STENTON:

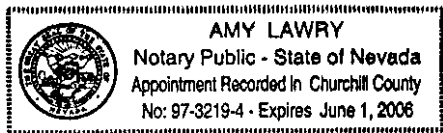
Kenneth N. Stenton
KENNETH N. STENTON

David P. Ward
By: DAVID P. WARD, his
attorney-in-fact

GOICOECHEA, DIGRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1958
ELKO, NEVADA 89801
(775) 738-8081

STATE OF NEVADA)
 : ss.
COUNTY OF Churchill)

This instrument was acknowledged before me on March 3, 2004, by
MARK S. MOYLE and **TERESA Y. MOYLE**, Trustees of the **Mark & Teresa
Moyle Family Trust**.



Amy Lawry
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of
_____, 2004, by **DAVID P. WARD** as attorney in fact for **KENNETH N.
STENTON**.

NOTARY PUBLIC

STATE OF ~~NEVADA~~)
 : ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2004, by
MARK S. MOYLE and **TERESA Y. MOYLE**, Trustees of the Mark & Teresa
Moyle Family Trust.

NOTARY PUBLIC

CALIF
STATE OF ~~NEVADA~~)
 : ss.
COUNTY OF PLACER)

This instrument was acknowledged before me on the 1ST day of
March, 2004, by **DAVID P. WARD** as attorney in fact for **KENNETH N.**
STENTON.

[Signature]
NOTARY PUBLIC



185744

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ATTORNEYS AT LAW
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