

Prepared By:
Cortez Joint Venture, by Barrick Cortez, Inc.,
as Manager of the Joint Venture
Attn: Jamie Jeter
460 West 50 North Suite 500
Salt Lake City, UT 84101
(801) 990-3900

DOC # 0225427

12/20/2013

03:02 PM

Official Record

Recording requested By
CORTEZ JOINT VENTURE

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$42.00

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RPTT:

Recorded By: LLH

Book- 558 Page- 0258



0225427

**SHORT FORM
OF
AGRICULTURAL LEASE**

Short Form of Agricultural Lease dated as of December 1, 2013 ("Effective Date") between the Cortez Joint Venture, by Barrick Cortez, Inc., a Delaware corporation, as Manager of the Joint Venture, having an address of 460 West 50 North, Suite 500, Salt Lake City, Utah 84101 ("CJV") and Julian Tomera Ranches, Inc., Stone House Division, a Nevada corporation whose mailing address is HC 65, Box 11, Carlin, NV 89822 ("Lessee").

1. LEASE AND TERMS. (a) CJV hereby grants to Lessee an Agricultural Lease for growing crops and/or grazing livestock owned by Lessee on the certain agricultural real property more particularly described in Exhibit A attached hereto ("Property").

(b) This agreement shall commence on the Effective Date and shall end on December 31, 2018 unless sooner terminated by either party as provided herein.

(c) This Lease shall for all purposes supersede and replace that certain Amended and Corrected Short Form of Agricultural Lease dated March 1, 2009 and recorded in the Official Records of Eureka County, Nevada as Document Number 0214975 by and between the parties hereto.

2. REFUSE. Lessee shall not discard or allow any other party to discard any garbage, refuse, water or hazardous substance of any kind on or in the Property.

3. EFFECT OF LEASE; NO AGREEMENT OR TRANSFER. This lease is personal to Lessee. Lessee shall not permit others to use the Property. This lease may not be assigned or transferred by Lessee and any attempt to do so shall be null and void and of no effect.

4. TERMINATION. Either party may terminate this Lease at any time upon ninety days prior written notice to the other.

5. ADDITIONAL TERMS. Additional terms and conditions are contained in the full agreement between the parties. This Short Form shall not modify said agreement.

Cortez Joint Venture, by Barrick Cortez, Inc.,
as Manager of the Joint Venture

By: _____

Print Name: _____

Title: _____

Julian Tomera Ranches, Inc.,
Stone House Division

By: _____

Print Name: _____

Title: _____



STATE OF ~~UTAH~~ Nevada)
)ss.
COUNTY OF ~~SALT LAKE~~ Elko)

On this the 18th day of December ~~2009~~ ²⁰¹³, before me, a duly commissioned Notary Public of said State, personally appeared Robert L. Brock, personally known to me to be the Regional Land Manager Barrick Cortez, Inc., a Delaware corporation, as Manager of the Cortez Joint Venture and personally known to me to be the person who executed the within instrument and on said oath stated that he/she was authorized to do so on behalf of said corporation.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.



Kelly A. Scow
Notary Public in and for said State
Residing at: Elko County, NV
My Commission Expires: 9/22/17

STATE OF Nevada)
)ss.
COUNTY OF Elko)

On this the 17th day of December 2013, before me, a duly commissioned Notary Public of said State, personally appeared Thomas J. Tomera, personally known to me to be the President Julian Tomera Ranches, Inc., Stone House Division, a Nevada corporation, and personally known to me to be the person who executed the within instrument and on said oath stated that he/she was authorized to do so on behalf of said corporation.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.



Kelly A. Scow
Notary Public in and for said State
Residing at: Elko County
My Commission Expires: 9/22/17

EXHIBIT A

PROPERTY

The following described real property located in Eureka County, Nevada:

This property is recognized as the Base Property Private Lands:

DEAN RANCH FEE PROPERTY

Star Field:

All of Sections 1, 3, 5, 7, 9, 10, 11, N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 13, All of Section 15, NW $\frac{1}{4}$ of Section 21, NW $\frac{1}{4}$ of Section 29 and S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, all in T29N, R50E and comprising approximately 5,700 acres, included in this area are all of Frenchie Seeding/Frenchie Flat.

Sod House Field:

All of sections 17 and 19, T29N, R50E approximately 1,280 acres

SOUTH BUCKHORN GRAZING ALLOTMENT #05465

Area of use will include the following pastures:

Portions of Tumbleweed Pasture

All of Frenchie Seeding

Portions of Sod House