

## CONWAY RANCH GRAZING LEASE

This CONWAY RANCH GRAZING LEASE (this “Lease”) is made effective as of \_\_\_\_\_, 2020, (the “Effective Date”) by and between the COUNTY OF MONO, a political subdivision of the State of California (“Lessor”), and HUNEWILL LAND AND LIVESTOCK COMPANY, INC., a Nevada corporation of Wellington, Nevada (“Lessee”), with regard to the following recitals:

### RECITALS

A. Hereinafter, Lessor and Lessee may be referred to individually as a “Party” and collectively as the “Parties.”

B. The property of Lessor subject to this Lease is known as “Conway Ranch,” which includes both Conway Ranch and Mattly Ranch and is depicted in the map attached hereto as Exhibit A and incorporated by this reference (hereinafter referred to as the “Property”).

C. The purpose of this Lease is to use and manage the Property, including its land and water resources, and to allow the construction of limited structures and facilities as necessary to implement and carry on livestock grazing operations at the Property consistent with (i) the recommendations set forth in, among other applicable documents and materials, the Livestock Grazing Management Plan for Conway and Mattly Ranches prepared by the U.S. Department of Agriculture’s Natural Resources Conservation Service, dated August 2018 (“NRCS Report”), attached hereto and incorporated herein by this reference as Exhibit B; and (ii) the Grant Deed of Conservation Easement by and between the County of Mono and the Eastern Sierra Land Trust, dated November 24, 2014 (“ESLT Conservation Easement”), attached hereto and incorporated herein by this reference as Exhibit C.

D. In October of 2017, Lessor issued a request for proposals seeking offers to lease the Property for the above purposes in accordance with Mono County Code §3.05.030 and Government Code §25537). Lessee submitted the sole proposal, which was accepted by the Mono County Board of Supervisors.

E. Lessor finds that entry into this Lease is exempt from review under the California Environmental Quality Act for the reasons set forth in the staff report accompanying this Lease and dated February 9, 2021, which is hereby incorporated by this reference.

F. In light of all the above, Lessee desires to hire from Lessor, and Lessor desires to lease to Lessee, the Property to be used for pasturing and grazing of Lessee's livestock subject to all of the terms, condition, covenants, and provisions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Grant of Leasehold Interest. Lessor does hereby lease to Lessee, and Lessee does hereby

hire from Lessor, the Property to be used for livestock grazing and related purposes subject to all of the terms, conditions, covenants, and provisions specified in this Lease.

2. Use of the Property. Lessee shall use the Property for the following specified purposes and shall not use the Property for any other purpose without first obtaining the written consent of Lessor:

CATTLE LIVESTOCK GRAZING OPERATIONS; MAINTENANCE AND ENHANCEMENT OF THE PROPERTY'S CONSERVATION VALUES; AND RELATED LAND, WATER, AND NATURAL RESOURCES MANAGEMENT ACTIVITIES

3. Term. The "Term" of this Lease shall commence on the Effective Date set forth above and shall cease and terminate on December 31, 2026. Upon the execution of a subsequent written agreement pursuant to Section 24, the Parties may decide to agree that Lessee may have two (2) options to extend the Term of this Lease (each an "Extension Option"). Each Extension Option will be for an additional term of up to five (5) years. The rent payable by Lessee during any Extension Option (the "Option Rent") shall be reviewed by the Parties and set forth in any such subsequent written agreement of the Parties.

4. Rent. Without notice, offset, or demand, Lessee shall pay to Lessor, during the Term of this Lease, a "Rent" of Five and NO/100 Dollars (\$5.00) per "animal unit month" on an annual basis on or before October 15 of each calendar year that Lessee places, maintains, and grazes livestock on the Property. In the event that Tenant holds possession of the Premises after the expiration of the term of this Lease, without notice, offset, or demand, Lessee shall pay to Lessor the same Rent according to the same terms provided in this section. Lessee shall make all Rent payments by check to "County of Mono" with a subject line describing the months and year for which that Rent is being paid. Lessee's annual Rent checks shall be mailed to Lessor at the address provided in Section 19.

5. Policies, Requirements, and Restrictions. At all times during which this Lease is in effect, Lessee and its agents or employees shall be responsible for carrying out and abiding by the following policies, requirements, and restrictions:

A. Grazing Responsibilities

(i) Lessee shall only place, maintain, and graze cattle livestock on the Property (no other livestock will be permitted on the Property);

(ii) Grazing activities, including rotation of livestock among the pastures on Conway Ranch and Mattly Ranches based on pasture grass height and signs of grazing use, shall follow and at all times be consistent with the NRCS Report;

(iii) Lessee shall only place, maintain, and graze livestock on the pastures of the Conway Ranch and Mattly Ranch portions of the Property from May 1 through September 15 (the "Grazing Season");

(iv) During the first and second Grazing Seasons of this Lease, Lessee shall stock (i) no more than 168 cow/calf pairs on the two grazing pastures of the Conway Ranch portion of the Property and (ii) no more than 102 cow/calf pairs on the single grazing pasture of the Mattly Ranch portion of the Property; the foregoing stocking rate limits shall at all times be subject to the discretion of the Lessor and the availability of water;

(v) During all subsequent Grazing Seasons of this Lease, Lessee shall stock (i) no more than 275 cow/calf pairs on the two grazing pastures of the Conway Ranch portion of the Property and (ii) no more than 155 cow/calf pairs on the single grazing pasture of the Mattly Ranch portion of the Property; the foregoing stocking rate limits shall at all times be subject to the discretion of the Lessor and the availability of water;

(vi) Notwithstanding anything contained herein, Lessee shall minimize grazing of livestock on any pasture where irrigation is occurring;

(vii) Lessee shall inform Lessor when livestock are rotated between pastures to allow Lessor to plan, schedule, coordinate, and perform its other management activities; and

(viii) Lessor will perform periodic reviews of Lessee's grazing operations and other property management activities to ensure compliance with the policies, requirements, and restrictions of this section.

B. Fencing Requirements. Prior to any livestock being moved onto the Property, Lessee shall comply with all of the following:

(i) Lessee shall repair and/or replace all fencing along the grazing area boundaries of Conway Ranch portions of the property bordering U.S. Highway 395, that being the western boundary of Conway Ranch with three to four strand barbed wire fencing or high tensile electric fence provided, however, that since Lessee only permitted to graze one side of Wilson Creek, Lessee shall only be required to fence the side being grazed by Lessee's livestock. A map depicting fencing locations is attached to this Lease as Exhibit D and incorporated by this reference;

(ii) Lessee shall construct, repair, and/or replace all other fencing making up the boundaries of the Conway Ranch and Mattly Ranch grazing portions of the Property; this replacement fencing may be temporary electric fencing;

(iii) Where designated by the Lessor, Lessee shall construct and install certain amounts of fencing that can be "let down" during the winter months following each Grazing Season and "stood up" the following season. Lessor and Lessee shall annually coordinate the scheduling of such fencing to be "stood up" and "let down" prior to and following each Grazing Season. The Parties agree that electric fencing may be used as appropriate, in Lessor's sole discretion;

(iv) Lessee shall construct, install, repair, and/or replace (as the case may be)

fencing on both sides of all streams, irrigation ditches and infrastructure, and riparian corridors, as well as around all springs (as necessary), to exclude livestock from such streams, ditches, infrastructure, corridors, and spring areas; all such fencing shall be set back from the high water mark of all streams, ditches and infrastructure, corridors, and spring areas by at least 15 feet;

(v) Lessee shall install fence markers every three (3) feet around the entire perimeter of both the Conway Ranch and the Mattly Ranch portions of the Property to avoid sage grouse collisions; and

(vi) At all times during which this Lease is in effect, Lessee shall, at Lessee's sole cost and expense, keep all fencing and parts thereof in good condition and repair, including, without limitation, repairing and replacing (if necessary) any fencing and parts thereof that become structurally weakened or compromised to prevent their intended use and purpose regardless of any normal wear and tear and damage due to the elements, excluding therefrom any damage caused by Lessor, the Conway Ranch Caretaker, any other person or entity allowed access to the Property by Lessor, or any officer, agent, representative, or contractor affiliated with any of them.

C. Water Management Requirements and Responsibilities.

(i) Notwithstanding anything to the contrary herein, at all times during which this Lease is in effect (including any Extension Option), Lessee's use of the Property and, in particular, use of water in furtherance of Lessee's use of the Property shall be subject to Lessor's sole and absolute discretion and the need to manage water resources consistent with the 1914 Mill Creek Adjudication, Hydro Electric Co. v. J.A. Conway et al., Mono Sup. Ct. No. 2088 (Nov. 1914); the requirements of the ESLT Conservation Easement; the purposes and requirements of the certain grant programs and funding sources used by Lessor to purchase the Property; and any other applicable regulatory or funding program requirement applicable to Lessor and/or the Property;

(ii) Lessee shall be responsible for irrigating the Property for use as livestock grazing pastures consistent with the terms and conditions of this Lease, including but not limited to the NRCS Report; notwithstanding the foregoing, all irrigation of the Property shall be coordinated with the Lessor in advance of each Grazing Season and shall conform to the Watering Map set forth in Exhibit E and incorporated by this reference;

(iii) During the non-Grazing Season portion of the year, Lessee shall be responsible for irrigating and watering the Property to maintain productive meadow growth to the extent water is available and/or the irrigation and watering infrastructure on the Property is operable (in the winter freezing may prevent use of infrastructure);

(iv) Livestock shall not be allowed to water in or within 15 feet of the high water mark of any river, stream, irrigation ditch or infrastructure, or spring area on the Property except with the prior consent of Lessor;

(v) Except as otherwise approved in advance by Lessor, livestock should be

watered at watering holes/stations designated by Lessor at the beginning of each Grazing Season;

(vi) If a watering hole(s)/station(s) does not have sufficient water for livestock, then Lessee shall inform Lessor and the Parties shall meet to discuss the possibility of delivering water from alternative sources or by alternative means to the existing watering hole(s)/station(s); and/or designating and/or locating an alternate water hole(s)/station(s); and

(vii) Lessee shall minimize livestock to grazing on any pasture or portion of the Property that is being irrigated.

D. Weed Issues.

(i) Lessee shall confer with the Conway Ranch Caretaker (as designated in Section 19 of this Lease) to understand the locations of weed outcroppings on the Property, and Lessor shall cause such weed areas to be designated prior to the initial Grazing Season, and thereafter at the start of each successive Grazing Season, as Lessor's monitoring efforts reveal other infestations. The Parties acknowledge that Lessee shall have no obligation to search for or discover any infestations;

(ii) Lessee shall avoid driving vehicles through weed infested areas;

(iii) Lessee shall remove weeds from vehicles prior to accessing the Property by washing thoroughly on a paved area or in a car wash;

(iv) Lessee shall avoid disturbing native vegetation or creating seedbeds (open areas) when possible; this especially applies to areas where weed control will be necessary to reduce the likelihood that invasion occurs into adjacent stands of native vegetation; and

(v) Lessee shall take all reasonable efforts to prevent livestock from grazing in areas where weed seed is ripe.

E. Property Management.

(i) Feed and/or supplements for livestock shall not be placed or located within 25 feet of water sources, riparian zones, or known habitats of sensitive plants or wildlife species;

(ii) The boundaries of all areas where minerals (and their buckets and containers) are located for livestock supplements shall not be placed or located within 25 feet of water sources, riparian zones, or known habitats of sensitive plants or wildlife species;

(iii) Livestock will be herded and should be moved on the Property, and thereafter maintained on the Property, in a manner that will leave a minimum of four inches (4") of key forage plant species on the Property;

(iv) Lessee shall comply with any directive of Lessor or the Conway Ranch Caretaker whether or not made in response to an action taken or designation made by Lessor, the Conway Ranch Caretaker, or an agency or department of the United States or the State of California;

(v) For the purpose of herding cattle livestock, working horses and dogs may be located and used on the Property. Notwithstanding the foregoing, Lessee shall not graze horses or dogs as livestock on the Property; and

(vi) Lessee may install portable corrals for the loading, unloading, and shipping of cattle; portable stalls for veterinarian care; and other portable facilities reasonably necessary for Lessee's use of the Property for livestock operations. Lessee shall remove all such portable facilities and structures once their use is complete. Lessee shall request and obtain Lessor's written approval for any facility or structure (other than fencing and water distribution improvements discussed herein) that may be installed and maintained on the Property for a period greater than 15 calendar days.

6. Workers Compensation Insurance. Lessee shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 (\$1,000,000.00) per occurrence for all employees engaged in services or operations at or entering the Property under this Lease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Lessor for all work performed by Lessee, its employees, agents, and subcontractors.

7. Other Insurance Requirements.

A. Comprehensive General Liability Insurance. A policy of Comprehensive General Liability Insurance which covers all uses of the Property and all work to be performed by Lessee under this Lease (including all operations conducted on the Property, bodily and personal injury, property damage, owned and non-owned, leased or hired automobiles) insuring Lessee's liability for loss or damage to property and injury to or death of third parties. Such policy shall provide limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Lessee under this Lease. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Lease, Lessee shall provide Lessor: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to Lessor, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to Lessor.

C. Primary Coverage. For any claim made related to this Lease or work performed or

provided pursuant to this Lease and arising from Lessee's negligent acts or omissions, Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Lessor, its officers, officials, employees, or volunteers shall be excess of Lessee's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Lessor.

E. Subcontractors. Lessee shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that Lessor is an additional insured on insurance required of subcontractors.

8. Indemnification.

A. Lessee shall indemnify, defend (with counsel acceptable to Lessor), and hold Lessor, its officers, employees, agents, and invitees harmless from and against any and all damages, judgments, liabilities, losses, and expenses, including but not limited to all litigation costs and attorneys' fees, or claims for injury, damages, or other costs that are caused in whole or in part caused by any negligent or intentional act or omission, or the result of the negligent or intentional acts or omissions, of Lessee, its officers, agents, employees, invitees, or anyone affiliated with any of them related to Lessee's possession and use of the Property. Lessee's obligation to defend, indemnify, and hold Lessor, its agents, officers, employees, and invitees harmless under this section is not limited to, or restricted by, any requirement in this Lease for Lessee to procure and maintain a policy of insurance and shall survive any termination or expiration of this Lease.

B. Lessee shall not be liable to Lessor, the Conway Ranch Caretaker, or any other person or entity for any claim, liability, damage or expense suffered or incurred by or threatened against Lessor, the Conway Ranch Caretaker, or any other person or entity that is unrelated to the Lessee's possession and use of the Property.

8. Force Majeure: Nothing contained in this Lease shall be construed to entitle Lessor to bring an action for any injury to or change in the Property resulting from causes beyond Lessee's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Lessee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes. Notwithstanding the foregoing, the Lessee shall keep and maintain all fencing and parts thereof in good condition and repair, and, if necessary, repair and replace the same, as required by Section 5.B.

10. Water Rights. All water rights of any kind and character appurtenant or otherwise associated with the Property are reserved to Lessor, who shall have the sole and absolute discretion to exercise such rights at all times during the term of this Lease. Notwithstanding the foregoing, Lessor agrees to use its best efforts to exercise those rights in a timely manner consistent with and in furtherance of the purposes of this Lease and in a timely and effective manner so as not to interfere with Lessee's obligations hereunder, and consistent with the

requirements and limitations set forth in Section 5C(i) and any law or regulatory requirement that may apply to Lessor and the Property.

10. Timber Rights. Lessee shall not cut or carry off any wood or burn any substance growing on the Property without the prior written consent of Lessor. All timber rights of any kind and character on the Property are reserved to Lessor, who has the right to cut and remove any timber, or otherwise exercise all timber rights at all times during the term of this Lease, provided that no damage shall otherwise be done by Lessor or those claiming under it to any of Lessee's livestock or other property rights of Lessee under this Lease.

11. Hunting and Fishing Right. Lessee hereby agrees not to hunt or fish on the Property without the prior written consent of Lessor. All hunting and fishing rights and privileges on the Property are particularly reserved to Lessor, provided that no damage shall be done by Lessor or those persons granted or permitted access to the Property to Lessee's livestock and facilities.

12. Right of Entry.

To the extent Lessor permits or requires the public to be permitted access to the Property, such access shall be permitted only during times exclusive of the Grazing Season, and Lessee shall be entitled to deny any person entry to the Property during the Grazing Season other than Lessor or its agents. During the Grazing Season, Lessee shall be permitted to close all access gates to the area being grazed and shall be permitted to post no trespassing signs in accordance with law. After the Grazing Season, Lessee may deny access to the Property if necessary for proper management of the Property such as weed abatement treatments or protection of the environment. At all other times, Lessee shall leave access gates open as appropriate and agreed by the parties. Further, Lessor agrees to undertake all reasonable actions to prevent the unlawful entry and trespass upon the Property by persons other than the parties and to enforce such conduct as trespassing.

A. Lessor shall provide Lessee reasonable access, in Lessor's sole discretion, for Lessee possession and use of the Property. At all times during the term of this Lease, Lessor shall have the right to enter the Property at any time for any purpose. Notwithstanding the foregoing, Lessor shall use its best efforts to provide Lessee as much notice as possible prior to entering the Property; to not disrupt Lessee's possession and use of the Property, including the livestock being grazed on the Property, once on the Property; and to comply with all reasonable requests of Lessee prior to and upon entering the Property.

B. The Conway Ranch Caretaker, as well as its employees, agents, contractors, and subcontractors may enter the Property at any time during the term of this Lease upon 48 hours' notice to Lessee for the purpose of monitoring Lessee's compliance with the ESLT Conservation Easement. The Ranch Caretaker's entry shall not be in a manner disruptive to Lessee's possession and use of the Property and any livestock being grazed on the Property and shall comply with all reasonable requests of Lessee to limit the time and place of such entry.

C. Lessee acknowledges that Lessor intends to restrict public access to the Property during grazing season through adoption of an ordinance revising Mono County Code Chapter 13.40 (Public Use of Conway Ranch). Concurrently with the approval of this Lease, Lessor has

adopted an ordinance to amend Chapter 13.40 consistent with this Lease. In the event that the ordinance does not take effect for any reason, then the parties shall discuss in good faith alternative means to restrict access or otherwise address Lessee's concerns regarding public access. If no substitute solution acceptable to the parties is agreed upon, either Lessor or Lessee may terminate this Lease upon five days written notice.

13. Liens and Encumbrances. Lessee shall pay and discharge when due, all and every obligation incurred by it in connection with Lessee's use of the Property, and shall permit no mechanic's lien, materialmen's lien, or other lien of any nature or demand to be placed or filed against the Property arising therefrom.

14. Destruction of Improvements. In the event of the destruction of any or all of the improvements located on the Property by fire or other Acts of God (but not normal wear and tear and damage due to the elements which shall remain governed by Section 5.B), neither of the Parties shall be obligated to rebuild said improvements.

15. Waiver. A waiver by Lessor of any breach of this Lease by Lessee shall not be deemed to be continuing and shall not operate as a waiver of any further breach of the conditions or agreements contained herein.

16. Waste. During the term of this Lease, Lessee will not commit or suffer to be committed any waste upon the Property.

17. Surrender of Property. At the expiration of the term of this Lease, or sooner termination of the same as otherwise provided herein, Lessee covenants, promises, and agrees to peaceably and quietly quit and surrender the Property to Lessor or its agent or designee in as good order, condition, and state of repairs received by him excepted as other provided by the terms and conditions imposed on Lessor by this Lease.

18. Termination.

A. Default. It is mutually understood and agreed that time is of the essence hereof, and should Lessee fail to keep any of the covenants and agreements herein above specified on its part to be performed and kept, or should it at any time fail to make any of the above-mentioned payments, at the time and in the manner provided, Lessor may, at its option, determine this Lease to be considered in default and subject to the complaining Party's remedies under law or in equity.

B. Notice of Default and Right to Cure. If either Party determines there is a violation, actual or threatened, of the terms of this Lease, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to the other Party. If the violation is not cured within 30 calendar days after receipt of written notice and demand, or if the cure reasonably requires more than calendar 30 days to complete and there is failure to begin the cure within the 30 calendar day period or failure to continue diligently to complete the cure, then the complaining party may then bring an action at law or in equity in the court of competent jurisdiction specified in Section 26 to enforce compliance with the terms of this Lease.

C. Insolvency and Bankruptcy. If Lessee becomes insolvent or makes any assignment

for the benefit of creditors or is adjudged bankrupt, either voluntarily or involuntarily, then this Lease shall immediately terminate and shall not be assignable by any operation or process of law, and shall not be treated in any way whatsoever as an asset of Lessee after such event. Lessor shall be entitled to retain any rents theretofore received without reduction, abatement, or proration.

D. Monitoring. Lessee understands and agrees that the Ranch Caretaker will from time to time monitor and report on the grazing practices occurring on the Property. Should Lessee fail to cure such default as provided herein, then Lessor reserves the right to terminate this Lease; whereupon Lessee shall remove all property and livestock from the Property within five (5) business days.

E. Cancellation. This Lease may be cancelled by either Party without cause, and at will, for any reason whatsoever, by giving 60 days written notice of such intent to cancel to the other Party. Notwithstanding anything in this Lease to the contrary, Lessor may cancel this Lease in the event of threatened or initiated litigation against Lessor related to this Lease by giving Lessee 30 calendar days written notice to Lessee of such intent to cancel. Following such notice of cancellation, Lessee shall remove all property and livestock from the Property within the 30 calendar-day period. The Lessor agrees to use its best efforts to not cancel this Lease during any Grazing Season. Any rent paid by Lessee to Lessor for the term of the particular Grazing Season shall be prorated as appropriate and refunded to Lessee.

19. Court Costs and Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, then the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

20. Subordination. This Lease and any existing or future amendments thereto shall, at all times, be subject and subordinate in all respects to the ESLT Conservation Easement. For purposes of this Lease, references to "the Conway Ranch Caretaker" shall mean the Eastern Sierra Land Trust unless otherwise specified by Lessor.

21. Notice. Any notice, communication, amendments, additions, or deletions to this Lease, including change of address of either Party during the term of this Lease, shall be made in writing. Any such writing may be personally served, but shall otherwise be sent by prepaid first-class mail as follows:

**If to Lessor:**

Mono County Public Works Department  
Attn: Tony Dublino, Director  
P.O. Box 457  
Bridgeport, CA 94536  
PHONE: (760) 932-5440

**If to Lessee:**

Hunewill Land and Cattle Company, Inc.  
Attn: Jeffrey B. Hunewill, President  
195 Hunewill Lane  
Wellington, NV 89444  
PHONE: (760) 932-7710 or (775) 720-0912

22. Assignment. Lessee shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Property without the prior written consent of Lessor.

23. Inurement. Subject to the restrictions against assignment, this Lease shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.
24. Amendment. This Lease sets forth the entire agreement between the Parties and may be modified or amended only if so agreed upon in writing by all the Parties.
25. Headings. Paragraph and subparagraph headings used in this Lease are for reference and convenience purposes only and shall not affect the meaning or interpretation of this Lease.
26. Governing Law; Venue. This Lease is made and shall be construed in accordance with the laws of the State of California. Venue for any action or proceeding regarding or otherwise related to this Lease shall be in a court of competent jurisdiction in Mono County, California.
27. Severability. If any provision of this Lease shall be held invalid, then such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Lease are intended to be and shall be deemed severable.
28. Taxes and Assessments. The Parties acknowledge that Lessor is a local government or local public agency and the owner of the Property and that no ad valorem taxes or other assessments except for the rent payable hereunder shall be payable by Lessee for possession and use of the Property under the Lease. Except as otherwise provided, Lessee agrees to pay all taxes and assessments (if any) lawfully imposed on Lessee by any governmental agency with respect to Lessee's tenancy of the Property and activities under this Lease, including but not limited to taxes or assessments imposed against Lessee's property, inventory, activities, and employee wages.
29. Representation by Counsel. The Parties acknowledge that this Lease is executed voluntarily by them, without duress or undue influence on the part of or on behalf of any other Party. The Parties further acknowledge that they have participated in the negotiation and preparation of this Lease and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right(s) to do so, and that they are fully aware of the contents of this Lease and of its legal effect. Thus, any ambiguities in this Lease shall not be resolved in favor of or against either Party.
30. Counterparts. This Lease may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
31. Authorization to Execute Lease. Lessee shall have this Lease executed by an authorized agent or officer of Lessee's corporation as provided in Lessee's corporate articles and bylaws. Lessee shall immediately notify Lessor if there is any change in the corporate status of Lessee's corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Dated:

“LESSOR”

The COUNTY OF MONO,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Stacy Corless, its Chair of the Board of Supervisors

Dated:

“LESSEE”

HUNEWILL LAND AND CATTLE COMPANY, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Jeffrey B. Hunewill, its President