

LEASE

THIS LEASE is entered into by REX L. MARTIN and EMILY MARTIN, husband and wife ("Lessees"), whose address is 1859 Minuteman Court, Sheridan, Wyoming 82801, and MARIE SABO ("Lessor"), whose address is 1220 North Main Street, Sheridan, Wyoming 82801.

THE PARTIES AGREE AS FOLLOWS:

1. Lease. Upon the terms and conditions herein specified, Lessor leases to Lessees, and Lessees lease from Lessor the following described property located in Sheridan County, Wyoming:

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point on the westerly line of U.S. Highway 87, which point is 480.6 feet

2. Term. The term of this Lease shall be for a period of twenty (20) years commencing April 1, 2004 and ending on April 1, 2024.

3. Rental. Lessees shall pay to Lessor rental of \$1,000.00 per month for the first ten (10) years of this lease and \$1,250.00 per month for the second ten (10) years of this lease. The rental shall be paid on the 10th day of each month commencing April 10, 2004.

4. Utilities. Lessees shall be responsible for all utilities, including, but not limited to gas, electricity, sewer and water, due and owing on the premises and shall hold Lessor harmless from any liability as a result of nonpayment of those utilities.

5. Liability Insurance. Commencing on the first day of the lease term, Lessees shall carry liability insurance on the leased premises in the total sum of at least one million dollars (\$1,000,000.00), naming the Lessor as an additional insured, and Lessees shall indemnify and hold Lessor harmless from any and all claims or causes of action arising out of Lessees' use of the leased premises.

6. Environmental Damage. Lessees shall comply with all applicable laws and regulations with regard to its operations and

activities on the leased premises, including the Wyoming Environmental Quality Act (§35-11-101 et seq.) and all regulations promulgated pursuant thereto by The Wyoming Department of Environmental Quality. Lessees shall indemnify and hold Lessor harmless from any liability which may arise as a result of Lessees' activities on and use of the real property, including claims for environmental damages and cleanup costs. Lessees will annually provide evidence of their compliance with all testing requirements of The Wyoming Department of Environmental Quality and their eligibility to participate in all State administered cleanup programs and funds.

7. Liens. Lessees shall indemnify and hold Lessor harmless from any mechanic's or materialman's liens which may be filed against the leased premises.

8. Taxes. Lessor shall pay any real property taxes assessed against the leased land and Lessees shall pay all personal property taxes assessed for any improvements placed by Lessees on the leased land.

9. Repairs and Maintenance. Lessees shall be responsible for all repairs to the property during the lease and shall keep the property in good order and condition.

10. Time. Time is of the essence of this agreement.

11. Condition. Lessees accept the leased premises and all property located thereon "AS IS."

12. Default. If either party defaults under this agreement, the other party shall give the defaulting party written notice of the default and specify the requirements to cure the default. If the defaulting party does not cure the default within thirty (30) days after receipt of the written notice of default, then the non-defaulting party shall have all rights and remedies available to that party at law or in equity, including the right to terminate this lease.

13. Termination. Upon termination of this lease for any reason, the Lessees may either (1) remove the improvements from the leased premises within thirty (30) days after termination of the

lease or (2) leave the improvements on the leased premises, in which event all of the improvements shall become the property of the Lessor.

14. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

15. Enforcement Costs. Should litigation be commenced between the parties concerning the leased premises, this lease, or the rights and duties of either of the parties under this lease, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and costs of litigation.

16. Entire Agreement. This instrument contains the sole and only agreement between the parties concerning the leased premises and correctly sets forth their rights and obligations. There are no other agreements or representations respecting the leased premises or the rights or obligations of the parties not expressly set forth in this instrument.

17. Binding Effect. This agreement shall be binding upon the successors and assigns of the parties.

DATED this 14th day of May, 1992.

Robert W. Brown
WITNESS

REX L. MARTIN
REX L. MARTIN

Robert W. Brown
WITNESS

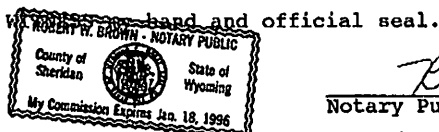
EMILY MARTIN
EMILY MARTIN

Robert W. Brown
WITNESS

MARIE SABO
MARIE SABO

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 14th day of May, 1992, by REX L. MARTIN and EMILY MARTIN, husband and wife.

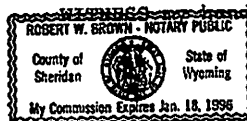


Robert W. Brown
Notary Public

My Commission Expires: Jan. 18, 1996.

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 14th day of May, 1992, by MARIE SABO.



and official seal.

Robert W. Brown
Notary Public

My Commission Expires: Jan. 18, 1996.