

File No.25102.

Horseshoe Cattle Company, }  
to } Lease.  
Joe Filippini. }

THIS LEASE, made the 28th day of November, A.D. 1941, by and between the HORSESHOE CATTLE COMPANY, a corporation of Nevada, the party of the first part, hereinafter called the lessor, and JOE FILIPPINI of the County of Lander, State of Nevada, the party of the second part, hereinafter called the lessee,-

- W I T N E S S E T H: -

That the said lessor, in consideration of the rents, covenants and agreements hereinafter contained and agreed to be paid, kept and performed, by the said lessee, does hereby lease, demise and rent to the said lessee, and the said lessee does hereby lease, hire and take from the said lessor those certain premises situate in the County of Eureka, State of Nevada, and particularly described as follows,-

That portion of Section 32 in Township 33 North, Range 48 East, M.D.B. & M. which lies southerly from the Southern Pacific Company's (also called Central Pacific Railway Company) railroad right-of-way as the same now crosses said Section 32.

TO HAVE AND TO HOLD the said premises and property for the term of ten (10) years beginning with the first day of December, 1941, and ending on November 30, 1951, for the whole rent or sum of Ten Dollars (\$10.00), payable in current lawful money of the United States of America to the said lessor as follows,- \$1.00 upon the execution and delivery of this lease and \$1.00 on or before December first of each year there after until the full sum of \$10.00 shall have been fully paid.

The lessee does hereby covenant and agree that he will pay the said rent as above specified to the said lessor; that he will not assign this lease, nor let or underlet the said premises, or any part thereof, without the written consent of the lessor; that he will not commit or suffer any waste of said premises; that he will keep any improvements on the lands and premises herein described in repair to the extent of maintaining their present condition of repair and order, and that at the termination of this lease, the lessee will quit and surrender said property to the lessor in as good condition as its present condition of repair and order, damage by the elements excepted.

It is covenanted and agreed, by and between the parties hereto, that if the lessee desires to take a renewal lease on the said premises for the further term of five (5) years from the expiration of the last mentioned term, he shall give to the lessor ninety (90) days previous written notice, and shall pay the rent hereby reserved, and observe and perform the several covenants and agreements herein contained to be observed and performed by the lessee up to the expiration of the term hereby granted, then the lessor shall forthwith execute and deliver to the said lessee a renewal lease of the said premises and property for the further term of five (5) years for the same rental, upon the same terms and subject to the same covenants and agreements as herein contained, other than the renewal covenant set forth in this paragraph.

The said lessor does hereby covenant and agree that said lessee, paying the said rent and observing and performing the covenants and conditions herein contained, shall and may peaceably and quietly have, hold and enjoy the said premises and property during the full term herein specified, subject to the lessor's right and privilege to grant rights-of-way for highways, pipelines, telegraph and/or telephone lines.

It is further covenanted and agreed by and between the parties hereto that if default be made in the payment of the rent, as herein specified, after demand therefor by the said lessor, or in the keeping of any of the covenants and agreements herein agreed to be kept and performed by the said lessee, then it shall be lawful for the lessor, at its option to terminate this

lease and to re-enter in and upon said premises and remove all persons therefrom.

This agreement is to bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Time is of the essence of this agreement.

IN WITNESS WHEREOF, the said lessor has caused these presents to be executed by its Vice-President, thereunto duly authorized, and its corporate seal to be hereunto affixed, and the said lessee has hereunto set his hand all on the day and year first above written.

HORSESHOE CATTLE COMPANY,

By Roland G. Hill

- Lessor -

Joe Filippini

- Lessee -

STATE OF NEVADA )  
: ss.  
COUNTY OF ELKO )

On this 28th day of November, 1941, personally appeared before me, a Notary Public in and for the said County and State, ROLAND G. HILL, known to me to be the Vice-President of the corporation that executed the foregoing instrument; and upon oath did depose and say that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature to said instrument was made by an officer of said corporation as indicated after said signature; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County and State, the day and year in this certificate first above written.

(Notarial Seal)  
My commission expires Jan. 20, 1943.

H. U. Castle  
- Notary Public -

STATE OF NEVADA )  
: ss.  
COUNTY OF ELKO )

On this 28th day of November, 1941, personally appeared before me, a Notary Public in and for the said County and State, - JOE FILIPPINI- known to me to be the person described in and who executed the above and foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County and State, the day and year in this certificate first above written.

(Notarial Seal)  
My commission expires Jan. 20, 1943.

H. U. Castle  
- Notary Public -

Recorded at the request of H.U. Castle July 3, A.D. 1944 At 30 minutes past 10 A.M.

Peter Merialdo --- Recorder.