

LEASE WITH RENEWAL OPTION

THIS LEASE, made and entered into this 26th day of June, 1967, by and between PETER LABORDE and MARY LABORDE, hereinafter collectively designated as LESSOR, and HAROLD S. BURKHART and IRIS BURKHART, hereinafter collectively designated as LESSEE, at Eureka, Nevada,

WITNESSETH:

That Lessor does by these presents lease and demise unto the Lessee all of that certain real property situated in the Town of Eureka, County of Eureka, State of Nevada, described as follows, to-wit:

Lots Five (5) and Six (6), in Block Twenty-two (22), and Lot Six (6), in Block Fifteen (15), as the same are delineated and described on the Official Map or Plat of the Townsite of Eureka, approved by the United States General Land Office on November 19, 1937, on file in the office of the County Recorder of Eureka County, at Eureka, Nevada,

together with all improvements thereon,

for the term of one year commencing on the first day of July, 1967 and ending on the 30th day of June, 1968 with rent reserved in the sum of TWENTY-FOUR HUNDRED DOLLARS (\$2400.00), in lawful money of the United States of America, payable in monthly installments at the rate of TWO HUNDRED AND no/100 DOLLARS (\$200.00) per month.

All of said rent shall be paid to Lessor at Eureka, Nevada, or at such other place as may be designated by Lessor.

IN ADDITION THERETO IT IS HEREBY AGREED AS FOLLOWS:

FIRST: That Lessee shall pay to Lessor said rent in the manner hereinbefore specified, and the Lessee shall not sell or assign this Lease, or sublet the whole or any part of said premises, or allow said property to be occupied by anyone contrary to the terms hereof, without the advance written consent of Lessor;

SECOND: That should said rent not be paid when due, or should Lessee default

in any of the other covenants or conditions contained herein, Lessor or his representative or agent may re-enter said premises and remove all persons therefrom;

THIRD: That Lessee shall occupy said demised premises and shall keep the same in good condition, including such improvements as may be made thereon hereafter, and including all items of personalty as shown on the Inventory Schedule annexed hereto and designated as Schedule "A", usual wear and tear, and damage by the elements, excepted, and that Lessee shall not make any alterations on or to said premises without the advance written consent of Lessor, and shall not commit or suffer to be committed any waste upon said premises;

FOURTH: That all laws of the United States and of the State of Nevada, and all Ordinances of the County of Eureka and the Town of Eureka shall be complied with by Lessee;

FIFTH: That Lessee hereby expressly releases Lessor from liability for any and all damages which may be sustained by Lessee or any other party upon said premises during such time as Lessee may be in possession of said premises, and further, that Lessee agrees to obtain and maintain in full force and effect adequate liability insurance upon said premises;

SIXTH: That should Lessor be compelled to commence or sustain legal action to collect said rent or parts thereof, or to dispossess Lessee or to recover possession of said premises, Lessee shall pay all costs in connection therewith, including a reasonable fee for the attorney of Lessor;

SEVENTH: That any waiver by Lessor of any breach of covenant or condition herein contained shall not constitute a waiver for any subsequent breach of the same or any other covenant or condition contained herein, and that terms and conditions contained herein shall apply to and bind the heirs, successors, and assigns of the respective parties hereto;

EIGHTH: That upon expiration or any sooner termination of said term or of any subsequent term, Lessee shall peacefully quit and surrender possession of

said premises, including all items of personalty as shown on the Inventory Schedule annexed hereto and designated as Schedule "A" in as good condition as reasonable use and wear thereof will permit;

NINTH: That the sum of FOUR HUNDRED AND no/100 DOLLARS (\$400.00) paid by Lessee to Lessor upon the execution of this Lease, receipt of which is hereby acknowledged by Lessor, shall constitute the payment of the rent installments for the first and last months of the term hereof;

TENTH: That Lessor will maintain in tenantable condition the roof and exterior walls of the buildings on said premises;

ELEVENTH: That Lessor will pay all taxes and maintain sufficient fire insurance upon said premises during the term hereof;

TWELFTH: That Lessor expressly reserves the right to sell said premises and thereby terminate this Lease, PROVIDED: HOWEVER, that Lessee shall be given by Lessor written notice of any such sale not less than ninety (90) days prior to such sale, AND PROVIDED FURTHER, that Lessee shall have the right of first refusal to purchase said premises at a price equal to any bona fide purchase offer received by Lessor;

THIRTEENTH: That upon expiration, or sooner termination, of this Lease or any renewal hereof, Lessor shall be under no obligation to purchase Lessee's stock in trade;

FOURTEENTH: That Lessee shall have the option to renew this Lease for a further term of one year at the end of such term, and to renew this Lease for additional one-year terms at the end of the second and each subsequent one-year term, said total period not to exceed, however, ten (10) years from the date of commencement of this Lease, PROVIDED, HOWEVER, that this Lease or any subsequent renewal hereof has not been sooner terminated under other provisions contained herein, and PROVIDED, FURTHER, that the rent terms shall be as contained herein.

Peter Laborde
PETER LABORDE (Lessor)

Mary Laborde
MARY LABORDE (Lessor)

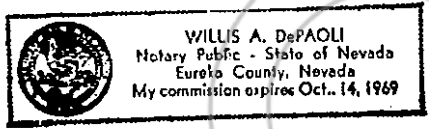
Harold S. Burkhart
HAROLD S. BURKHART (Lessee)

Iris Burkhart
IRIS BURKHART (Lessee)

STATE OF NEVADA,)
 : SS.
COUNTY OF EUREKA.)

On this 26th day of June, 1967, personally appeared before me, the undersigned, a Notary Public in and for said County and State, PETER LABORDE, MARY LABORDE, HAROLD S. BURKHART and IRIS BURKHART, known to me to be the persons described in and who executed the foregoing instrument, who duly acknowledged to me that they each 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 the day and year in this certificate first above written.



Willis A. DePaoli
Notary Public.

SCHEDULE "A"

KITCHEN:

- 1 - Kitchen table
- 4 - Kitchen chairs (not matching)
- 1 - Servel Ice Maker Refrigerator
- 1 - Kitchen range and hood
- 2 - Sinks and drain boards
- 2 - Small kitchen cabinets
- 2 - Kitchen lights

LIVING ROOM:

- 1 - Couch "gray"
- 1 - Matching chair "gray"
- 2 - Leather casual chairs
- 1 - Coffee table
- 2 - Casual tables "small"
- 1 - Foot stool
- 1 - Floor lamp
- 1 - Braided oval rug "green"

DINING ROOM:

- 1 - Large dining table
- 1 - Large hi-boy
- 6 - Dining chairs (not matching)
- 2 - Lighting fixtures

NO. I BEDROOM:

- 1 - Bed and springs
- 1 - Dresser and mirror
- 1 - Chest of drawers
- 1 - Wastepaper can

BATHROOM:

- 1 - Tub with fixtures
- 1 - Wash bowl and fixtures
- 1 - Toilet
- 1 - Small medicine cabinet
- 1 - Small medicine cabinet with rack

NO. II BEDROOM:

- 1 - Bed and springs
- 1 - Dresser and mirror
- 1 - Small stand with drawer
- 1 - Light fixture

NO. III BEDROOM:

- 1 - Bed and spring
- 1 - Chair, wooden

Schedule "A"

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BEDROOM NO. IV:

- 1 - Bed and spring
- 1 - Dresser and mirror
- 1 - Chair (wooden)
- 1 - Light fixture
- 1 - Small throw rug

SHOWER ROOM:

- 1 - Shower stall
- 1 - Toilet
- 1 - Wash bowl
- 1 - Old dresser and mirror
- 1 - Large mirror
- 1 - Small mirror
- 2 1 Light fixtures

LADIES' BATHROOM:

- 1 - Toilet
- 1 - Wash bowl
- 1 - Small mirror
- 1 - Towel rack
- 1 - Paper can
- 1 - Light fixture

MENS' BATHROOM:

- 1 - Toilet
- 1 - Urinal
- 1 - Wash bowl
- 1 - Paper can
- 1 - Towel rack
- 1 - Small mirror
- 1 - Light fixture

BARROOM:

- 1 - Bar and fixtures
- 1 - Cash register
- 1 - Cigarette rack
- 1 - Off sale cabinet
- 12 - Bar stools
- 2 - Round tables
- 12 - Wooden chairs
- 1 - Coffee maker
- 1 - Mix machine
- 1 - Clock
- 2 - Sets of horns
- 1 - Small window with shelves for display
- 2 - Cooler boxes
- 2 - Sets of double sinks and fixtures
- Back bar and fixtures
- 1 - Music machine

Schedule "A"
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(Cont'd)
BARROOM:

- 1 - Small table and plants
- 1 - Large rubber plant
- 4 - Light fixtures

STOREROOM:

- 1 - Large safe
- 1 - Ice maker
- 1 - Large safe (Not used)
- 1 - Ladder
- 2 - Mops
- 1 - Dust mop
- 4 - Brooms
- 1 - Dust pan

DANCE HALL:

- 1 - Small old frigidaire (not useable)
- 1 - Lg. wood stove
- 1 - Small gas heater stove
- 1 - Dice table) not in use
- 1 - 21 table)
- 1 - Master Chef Bar/B. Que (Belongs to Morris Laborde)
- 8 - Stools to gaming tables
- 1 - Small red table - wooden
- 1 - Small kitchen table
- 1 - Small wooden table
- 1 - Old stove (Not in use)
- 1 - Made up bar for service in dance hall
- 1 - Lg. wood and coal bin
- 1 - Old couch and matching chair
- 1 - Box of old used clothing
- 1 - Band stand
- 1 - Piano
- 1 - Set of drums
- 1 - Old sofa
- 21 - Wooden chairs, partly folding chairs
- 6 - Long benches
- 6 - Long benches with backs
- 1 - Juke box relay system
- 7 - Light fixtures

DATED: This 26th day of June, 1967.

Peter Laborde
Peter Laborde

Mary Laborde
Mary Laborde

Harold Burkhart
Harold Burkhart

Iris Burkhart
Iris Burkhart

File No. 44773
 RECORDED AT THE REQUEST OF
Jerry C. Lane
 June 26, A. D. 19 67
 at 10 minutes past 11 A.M.
 in Book 19 of OFFICIAL RECORDS
 Page 269-275 Records of
 BUREAU COUNTY, NEVADA
William C. McLaughlin
 Recorder
 Fee \$ 5.85