

LEASE

THIS LEASE, made and entered into this 12 day of April, 1975, by and between HAROLD M. LaROSE, hereinafter designated as LESSOR, and STANLEY TURNIDGE, hereinafter designated as LESSEE, at Eureka, Nevada,

W I T N E S S E T H:

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:

Lot Eleven (11), in Block Twenty-two (22), as shown on the map filed in the Office of County Recorder, Eureka County, Nevada,

together with all improvements thereon,

for the term of one year commencing on the 12 day of April, 1975, and ending on the 12 day of April, 1976, with rent reserved in the sum of \$3,600.00, in lawful money of the United States of America, payable in monthly installments at the rate of \$300.00 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;

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 covenants 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 SIX HUNDRED DOLLARS (\$600.00) 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 Thirty (30) days prior to such sale, AND PROVIDED FURTHER, that Lessee shall have the right of first refusal to purchase said premises at a price of \$25,000, with not less than \$15,000, down and balance in monthly installments of \$300.00 per month with no less than Eight (8%) percent interest.

THIRTEENTH: Lessor agrees after one year to sell said described property as stated on page one to Lessee at agreed price of \$25,000.00 with not less than \$15,000.00 down, and balance to be paid in monthly installments of \$300.00 per month with no less than eight percent (8%) interest.

Monthly payments paid by Lessee on the Lease shall not be applied to selling price.

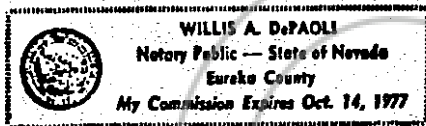
HAROLD M. LaRose (Lessor)

STANLEY TURNIDGE (Lessee)

STATE OF NEVADA, } ss.
COUNTY OF EUREKA. }

On this 15 day of April, 1975, personally appeared before me, the undersigned, a Notary Public in and for said County and State, HAROLD M. LaROSE and STANLEY TURNIDGE, who acknowledged to me that they duly executed the foregoing instrument.

Willis A. DePaoli
Notary Public.



SCHEDULE A

- 1 NCR, Serial No. 603415L-IC
- 1 G.E. Refrigerator Serial No. NH8 HB
- 1 Whirlpool Ice Machine
- 1 Antelope Head
- 1 Moose Head
- 2 Deer Heads
- 11 Wrought Iron Antiqued Bar Stools
- 4 Straight Back Chairs
- 2 Cocktail Tables
- 2 Arm Chairs

RECORDED AT THE REQUEST OF Harold LaRose
on April 15, 1975 at 20 min. past 3 P M. in
Book 51 of OFFICIAL RECORDS, page 261-264 RECORDS OF
SUNDEA COUNTY, NEVADA Shirley A. McPhee Recorder
File No. 59887 Fee \$ 6.00
File No. 59887