

LEASE TERMINATION AGREEMENT

THIS AGREEMENT, executed in Reno, Nevada, this 4th day of December, 1978, by and between PATRICIA J. McCULLOCH, hereinafter called Lessor, and WAYNE D. ROBINSON, hereinafter called Lessee,

W I T N E S S E T H:

WHEREAS, the parties to this Agreement entered into a certain lease dated the 10th day of October, 1976, and recorded in the Office of the Recorder of Eureka County, Nevada, on the 18th day of October, 1976, in Book 57 of Official Records, at Pages 93 through 93, under File No. 62333, in and by which Lessor leased to Lessee, and Lessee hired from Lessor, for a term of five (5) years, from October 1, 1976, to and including September 30, 1981, the certain real property and dwelling house, including the fixtures and personal property belonging to Lessor and the appurtenances, all located on Highway 50 South, Eureka, Eureka County, Nevada, and more particularly described in the lease; and

WHEREAS, it now is the desire and intention of the parties to cancel and terminate that lease and to end the term thereby demised as of the 4th day of December, 1978, with the same force and effect as if the lease had expired by its own terms on that day, and to release each other from their respective obligations to keep, observe and perform the several covenants, conditions and agreements in the lease set forth on their respective parts to be kept, observed and performed:

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. That the lease is hereby cancelled and terminated, and the term demised is brought to an end as of this 4th day of December, 1978, with the same force and effect as if the term of the lease was, in and by the provisions of it, fixed to

1 expire on the 4th day of December, 1978, and not on  
2 September 30, 1981, subject, however, to the conditions contained  
3 below.

4 2. Lessee agrees to return the premises with its  
5 appurtenances and fixtures in as good a condition as when Lessee  
6 took possession, ordinary and reasonable wear and tear, damage  
7 from the elements, fire, acts of God, or other casualty excepted,  
8 failing which Lessor may restore and repair the premises to such  
9 condition and Lessee shall pay to Lessor upon demand the cost  
10 thereof.

11 3. Except for the property expressly noted in Section 4  
12 below, it shall be the duty of Lessee to return in like good order  
13 as when received, all of the furniture, appliances and other  
14 personal property and fixtures belonging to Lessor, including,  
15 but not limited to, the antique bed belonging to Bessie Hicks,  
16 stereo console, Steinway upright piano, <sup>PH</sup>refrigerator, youth bed,  
17 <sup>PH</sup>crib and <sup>PH</sup>dressing table, existing light fixtures, white vanity  
18 with three mirrors belonging to Bessie Hicks, swing set, and  
19 wagon wheels given to Lessor by Dennis Love, or to pay to Lessor  
20 the reasonable valuation thereof, with allowance for wear and tear.

21 4. Lessee shall be entitled to the garage, barn and  
22 corrals presently on the leased premises, which must be dismantled  
23 and moved by Lessee no later than May 1, 1979, and Lessor hereby  
24 agrees to pay for any damages caused by the removal or to properly  
25 restore the property following the removal. Lessee shall also be  
26 permitted to take the washer and dryer with him, upon vacating  
27 the premises.

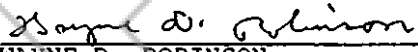
28 5. That Lessor and Lessee are respectively released  
29 and discharged from their respective obligations to keep, observe  
30 and perform the several covenants, conditions and agreements set  
31 forth in the lease, on their respective parts to be kept, observed  
32 and performed.

1 6. The parties agree that the Lessee shall vacate the  
2 premises that are covered by the lease at or before 5:00 p.m.,  
3 current time, on December 4, 1978, and Lessor shall  
4 have the right to enter upon the demised premises at such time,  
5 as fully as she could have done if that were the date provided  
6 for the termination of the lease.

7 7. This Agreement shall be binding upon, and inure  
8 to the benefit of, the parties and the parties' respective heirs,  
9 executors and administrators.

10 IN WITNESS WHEREOF, the parties have executed this  
11 Agreement of Lease Termination the day and year first above  
12 written.

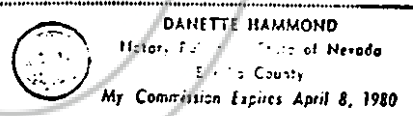
13  
14   
15 PATRICIA J. McCULLOCH  
16 Lessor

17   
18 WAYNE D. ROBINSON  
19 Lessee

20 STATE OF NEVADA )  
21 : ss.  
22 COUNTY OF WASHOE )

23 On this 4th day of December, 1978, personally  
24 appeared before me, a Notary Public, PATRICIA J. McCULLOCH, known  
25 to me to be the person described in and who executed the foregoing  
26 instrument, who acknowledged to me that she executed the same  
27 freely and voluntarily and for the uses and purposes therein  
28 mentioned.

29 IN WITNESS WHEREOF, I have hereunto set my hand and  
30 affixed my official seal the day and year in this certificate  
31 first above written.



  
Notary Public

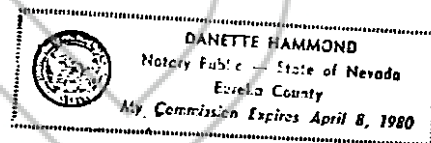
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1 STATE OF NEVADA )  
2 : ss.  
3 COUNTY OF )

4 On this 19th day of December, 1978, personally  
5 appeared before me, a Notary Public, WAYNE D. ROBINSON, known  
6 to me to be the person described in and who executed the foregoing  
7 instrument, who acknowledged to me that he executed the same  
8 freely and voluntarily and for the uses and purposes therein  
9 mentioned.

10 IN WITNESS WHEREOF, I have hereunto set my hand and  
11 affixed my official seal the day and year in this certificate  
12 first above written.

13 Danette Hammond  
14 Notary Public



19 **67194**

20 RECORDED AT THE REQUEST OF Wayne D. Robinson  
21 on Dec. 19, 1978, at 55 mins. past 4 P. M. In  
22 Book 67 of OFFICIAL RECORDS, page 568-571 RECORDS OF  
23 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
24 File No. 67194 Fee \$ 6.00