

December 6, 1974

AGREEMENT

THIS AGREEMENT is made and entered into by and between EARL CHARLES BAKER and MARY C. BAKER, husband and wife, of the Town of Pioche, Lincoln County, Nevada, Sellers, and WILLIAM H. BROWN, a single man, of Las Vegas, Nevada, Buyer.

The parties to this Agreement have executed on this date a Quit Claim Deed and a Lease Agreement pertaining to the premises known as the Overland Bar and Hotel of the Town of Pioche, Lincoln County, Nevada, as these documents do not express the full agreement of the parties; the Sellers and Buyer for and in consideration of the sum of Ten Dollars (\$10.00) and the mutual promises and detrimental reliance on these promises by the parties, IT IS AGREED as follows:

The Buyer agrees to assume and discharge those certain indebtednesses now due and owing in the sum of approximately \$90.00 for a juke box, \$150.00 for a deep freeze, \$1,500.00 for an ice machine, \$650.00 for a jockey bar, situated upon the premises known as the Overland Bar and Hotel.

IT IS FURTHER AGREED that the utilities accruing from the date Buyer takes possession of the premises shall be paid by the Buyer. All utility deposits shall become the property of the Sellers.

IT IS FURTHER AGREED that the Buyer shall pay all taxes and insurance accruing from the 1st day of January, 1975, and that the Buyer shall maintain a fire insurance policy in the amount of \$70,000.00, on the premises known as the Overland Bar and Hotel.

IT IS FURTHER AGREED that Sellers agree to give to Buyer a List of Creditors, pursuant to NRS 104:6102 to 6111, in statutory form and time, covering the sale and transfer of the aforesaid business. Sellers shall be responsible for all debts incurred prior to the date Buyer takes possession, and further shall hold

1 harmless the Buyer from any claim arising therefrom. Buyer
2 shall be responsible for all debts incurred subsequent to the
3 date it takes possession, and shall hold harmless the Sellers
4 from any claim arising therefrom.

5 IT IS FURTHER AGREED that Buyer agrees to take and Sellers
6 agree to deliver possession of the Overland Bar and Hotel on
7 the date of closing.

8 IT IS FURTHER AGREED that the executions of this agreement,
9 the lease agreement and quit claim deed are mutually dependent,
10 that is that the execution of each is a condition concurrent
11 to the execution of the others.

12 IT IS FURTHER AGREED that the executions of this agreement,
13 the lease agreement and quit claim deed is dependent on the
14 Buyer obtaining a title policy to be paid for by the Buyer.

15
16 Earl Charles Baker
17 EARL CHARLES BAKER

18 Mary C. Baker
19 MARY C. BAKER

20 William H. Brown
21 WILLIAM H. BROWN

22 STATE OF NEVADA)
23 COUNTY OF CLARK) ss.

24 On this 6TH day of December, 1974, personally
25 appeared before me, a Notary Public in and for said County and
26 State, EARL CHARLES BAKER, MARY C. BAKER and WILLIAM H. BROWN,
27 known to me to be the persons described in and who executed the
28 above and foregoing Agreement, who acknowledged to me that they
29 executed the same freely and voluntarily and for the uses and
30 purposes therein mentioned.

31 NOTARY PUBLIC - STATE OF NEVADA
32 CLARK COUNTY
JOSEPH T. BONAVENTURE
My Commission Expires Dec. 6, 1975

Joseph T. Bonaventure
Notary Public in and for said
County and State

No 55561 Recorded at the request of William Brown at 11:45 a.m. this 10 day of
December A.D. 1974 in Book 12 on page 254 Official Records of Lincoln County, Nevada

James H. ...
County Recorder