

(e) That this lease may be terminated at any time by the LESSEE or the LESSOR upon thirty (30) days prior notice, in writing, serving same upon LESSOR or LESSEE, as the case may be, but such termination shall not occur except upon good and imperative cause.

(f) That it is further mutually covenanted and agreed that upon the expiration or termination of the term hereof, LESSEE shall remove or cause to be removed at his own expense, any and all improvements erected or emplaced by LESSEE on said leasehold, leaving and surrendering said premises in as good order and condition as the premises were in when delivered to LESSEE or said improvements shall upon said expiration or termination of the term hereof become property of LESSOR upon his option and without compensation by him to the LESSEE.

2. RENTAL

(a) The LESSEE agrees to pay LESSOR as rent for the leased premises during the above mentioned primary term the sum of ONE HUNDRED and NO/100 DOLLARS (\$100.00) per month payable in advance in the sum of ONE HUNDRED and NO/100 DOLLARS (\$100.00) to the LESSOR at 1263 South Stewart Street, Carson City, Nevada 89701, commencing on the first day of September, 1975 and thereafter payable on or before the first day of each month for which due. In the event of termination, any unearned rental for the remainder of that period wherein termination occurs shall be returned to LESSEE.

(b) It is understood and agreed by and between LESSOR and LESSEE that the rental herein reserved and provided for shall be automatically reviewed and re-evaluated and, if necessary, renegotiated within at least thirty (30) days of the expiration of each one (1) year increment of the term hereof. Any rental modification determined thereby shall thenceforth be binding upon the parties until subsequent modification, if such shall occur. If a bona fide dispute shall arise during said re-evaluation proceedings, the matter shall immediately be referred for consideration and final decision to the Panel of Appraisers hereinafter established and constituted in the manner following:

Each party hereto shall nominate a real estate appraiser, and said two real estate appraisers shall in turn select a third appraiser, all of whom shall be members of either the Institute of Real Estate Appraisers (M. A. I.), or Society of Real Estate Appraisers (SRA - S. R. E. A.). Fees and expenses of the appraiser nominated by the LESSOR shall be paid by the LESSOR; fees and expenses of the appraiser nominated by the LESSEE shall be paid by LESSEE; and fees and expenses of the third appraiser shall be paid one-half (1/2) by LESSOR and one-half (1/2) by LESSEE. Any re-evaluation dispute shall be submitted forthwith in writing to the Panel of Appraisers who shall hear all the evidence and give the matter full consideration. A majority decision of the Panel of Appraisers shall be final, conclusive and binding upon the parties.

(c) That if any rent shall be due and unpaid after the same shall become payable as aforesaid; or if LESSEE shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by LESSEE; or if a petition in bankruptcy be filed by or against LESSEE; or if LESSEE becomes insolvent; or if any proceeding is filed to subject this lease or the interest of LESSEE herein to garnishment or sale under execution; or if LESSEE makes an assignment for the benefit of creditors; or if LESSEE discontinues business in the lease premises for more than a continuous sixty (60) day period; or if LESSEE attempts to sell or assign this lease without the written consent of LESSOR; said act or acts of omission or commission may at the option of LESSOR constitute a forfeiture of all rights under the voiding

of and the ending of the term of this lease, and the further occupancy of said leased premises after such forfeiture by said LESSEE shall be deemed held and taken as a forcible detainer thereof by said LESSEE; and said LESSOR may without notice re-enter and take possession thereof with or without force, and with or without legal process, evict and dispossess said LESSEE from said above leased premises; and if any suit be brought by the LESSOR against the LESSEE to recover any rent, or for the breach of any condition or covenant herein contained by said LESSEE, or any summary action be brought by said LESSOR for forfeiture of this lease, or to recover possession of said leased premises, said LESSEE agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount not exceeding FIVE HUNDRED and NO/100 DOLLARS (\$500.00) which shall be ascertained and fixed by the Court.

3. SUBLEASES, ASSIGNMENTS AND ASSIGNMENTS BY OPERATION OF LAW

(a) That LESSEE not assign this lease in any event and shall not sublet the leased premises except with the prior written approval of LESSOR, it being understood and agreed that this preclusion is intended to apply to effective assignments and sub-lettings to clearly separate and legally distinguishable third parties or third party entities.

(b) That no holding over by LESSEE shall operate to renew his lease without the written consent of LESSOR endorsed thereon.

4. WAIVER

The waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this lease other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR'S knowledge of preceding breach at the time of acceptance of such rental.

5. NOTICES

Any and all notices or demands by or from LESSOR to LESSEE, or LESSEE to LESSOR, shall be in writing. They shall be served either personally or by mail, service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt therefor. If served by telegraph, service shall be conclusively deemed made at the time the telegraph agency shall confirm to the sender delivery thereof to the addressee. Any notice or demand to LESSOR may be given to LESSOR at 1263 South Stewart Street, Carson City, Nevada 89701 or at such other place or places as shall be designated by LESSOR from time to time. Any notice or demand to LESSEE shall be given to LESSEE at ~~1000~~ **Empire Life Building, Dallas, Texas 75201. 75207** 5353
FIRST INTERNATIONAL BUILDING

6. IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY

(a) That LESSEE place no improvements in, on or upon the leased premises, and no alterations shall be made in, on or upon said premises without the consent and approval of LESSOR, first had and obtained in writing under penalty of forfeiture of this lease, and the payment of damages by LESSEE to effect removal of unauthorized improvements so that the condition of the premises prior to such unauthorized improvements may be restored as nearly as is reasonably possible.

(b) That LESSEE pay all taxes and assessments imposed by any source which may be legally assessed on LESSEE'S possessory interest, or on any improvements or equipment placed by LESSEE on said premises, and recognizes that such payment shall not reduce any rent due the LESSOR.

(c) That LESSEE pay all charges for water, gas, electricity, sewage and trash disposal furnished and supplied to or upon any part of the herein described premises contracted for by the LESSEE.

(d) That LESSEE secure all necessary permits required in connection with operations on the leased premises and shall comply with all Federal, State and local statutes, ordinances or regulations which may affect in any respect LESSEE'S use of the leased premises.

(e) That LESSEE keep and maintain at his sole expense, the leased premises free of all weeds, noxious plants, debris and inflammable or explosive materials of every description, and at all times in an orderly, clean, safe and sanitary condition.

(f) That LESSEE'S violation of any provision of this lease, and not correcting said violation within a reasonable time after receipt of notice from LESSOR in accord with the provisions of paragraph 5 of this lease shall constitute a forfeiture of all LESSEE'S rights hereunder and shall constitute a voiding and termination of the lease as provided herein.

(g) That the leasing of the premises by LESSEE was after examination of their present condition and without any representation or warranties on the part of LESSOR or its agents.

7. RIGHT OF ENTRY

That LESSOR specifically reserves the right of entry by any authorized officer, engineer, employee, agent or contractor of the LESSOR for the purpose of inspecting said premises, or the doing of any and all acts necessary or proper on said premises in connection with the protection, maintenance, repair, reconstruction and operation of said premises. That LESSOR have complete unrestricted use and access to the large garage improvement, and to place a trailer or trailers thereon for the benefit and use of LESSOR or LESSOR'S agents or employees.

8. INSURANCE

(a) That this lease is made upon the express condition that the State of Nevada, its officers, agents and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause whatsoever, while in, upon or in any way connected with the said leased premises or any occupancy hereunder during the term of this lease or any extension hereof.

(b) That LESSEE take out and to keep in force during the within tenancy, and at its own expense, public liability insurance, to protect the LESSOR, its officers, employees and agents as additional insureds against any liability to the public incident to the use of, or resulting from injury to, or death of any person occurring in or about the leased premises, in the amount of not less than \$200,000.00 to indemnify against the claim of one person, and in the amount of not less than \$400,000.00 against the claims of two or more persons resulting from any one accident.

(c) That LESSEE take out and to keep in force during the within tenancy, and at its own expense, property damage or other insurance to protect LESSOR, its officers, employees and agents as additional insureds against any and every liability incident to the use of or resulting from any and every cause occurring in or about the leased premises, including any and all liability of the LESSOR for damage to vehicles parked on the leased premises, in the amount of not less than \$50,000.00.

(d) That the said policies of insurance described in (b) and (c) above shall inure to the contingent liabilities, if any, of the LESSOR, its officers, employees and agents, and shall obligate the insurance carriers to notify LESSOR in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the LESSOR, its officers, employees and agents. LESSEE shall furnish to LESSOR a certified copy of each and every such policy within not more than ten (10) days after the effective date of the policy.

(e) That if LESSEE does not keep such insurance in full force and effect as are described in (b), (c) and (d) above, LESSOR may take out such insurance and pay the premiums thereon, and the repayment thereof shall be deemed to be additional rental and payable as such on the next day upon which rent becomes due hereunder.

9. FAIR EMPLOYMENT PRACTICES

(a) That LESSEE, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

(b) The LESSEE, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, age, creed, national origin or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over and under said lands and the furnishing of services thereon, no person on the grounds of race, color, sex, age, creed, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

10. GENERAL COVENANTS

(a) This lease shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be of the respective parties.

(c) As used herein the terms LESSOR and LESSEE shall include the plural as well as the singular, and the feminine as well as the masculine or neuter.

(d) That the provisions of this lease may be altered, changed or amended by mutual consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) That time is the essence of each and all of the terms and provisions of this lease.

(f) This lease shall be recorded.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

APPROVED:

George D. Wilkerson
Chief Right of Way Agent

Geysen Ranch Co
GEYSEN RANCH
David A. Witts, Owner
DAVID A. WITTS

APPROVED as to Legality and Form:

William L. Raymond
Deputy Attorney General
Asst. Chief Counsel

Donald J. Crosby
Deputy State Highway Engineer

STATE OF TEXAS

On this 5th day of March, 1975, personally appeared before me, the undersigned, a Notary Public in and for the County of Dallas, State of Texas, David A. Witts

known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby 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.
William L. Raymond

STATE OF NEVADA

Carson City
On this 10th day of March, 1975, personally appeared before me, the undersigned, a Notary Public in and for the City of Carson, State of Nevada, Donald J. Crosby known to me to be the Deputy State Highway Engineer of the State of Nevada who executed the foregoing instrument for the Nevada Department of Highways under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Highways 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.
Sam C. Palumbo

NHD
015-057
rev. 11/74

No. 56359 Recorded at the request of Highway Dept. at 1:01 P.M. this 13 day of March A.D. 1975 in Book 13 at page 595 Official Records of Lincoln County, Nev.

Arvin B. ...
County Recorder