

Lincoln County

ADDENDUM #2 TO LEASE & OPTION

Reference is hereby made to a certain lease & option agreement made and entered into on the 5th day of April 1977 by and between Otelia Henrie, a widow, of Caliente, Nevada; William T. Henrie, a single man, of Lincoln County, Nevada; Paul S. Henrie, and Joyce V. Wade and Jon V. Henrie, his sister and brother, by Paul S. Henrie, Attorney in fact; hereinafter called Lessors; and Kevin D. Olson and Sandra Olson, Husband and Wife of Lincoln County, hereinafter called Lessees.

1. Lessees have exercised their option at the signing of this addendum by payment of \$45,000.00 to Lessors.
2. \$5,000.00 paid upon execution of the original lease & option agreement shall be applied to the purchase price along with the above \$45,000.00 leaving an unpaid balance of \$100,000.00 on the land improvements and equipment.
3. The value of the cattle has been established to be \$28,862.00 and said proceeds from the sale of these cattle shall be paid separately to Otelia Henrie and William T. Henrie to be received by them as joint tenants with right of survivorship.
4. Each \$10,000.00 annual payment shall be applied and disbursed as follows:  
22.4% of each payment shall be applied to the balance due for cattle which balance is \$28,862.00 at the signing of this addendum.  
77.6% of each payment shall be applied to the balance due for land, improvements and equipment which balance is \$100,000.00 at the signing of this addendum.  
Proceeds from the funds applied to the cattle obligation shall be paid to the account of Otelia Henrie and William T. Henrie.  
Proceeds from the funds applied to the land, improvements and equipment obligation shall be divided as follows: 50% to Otelia Henrie, 25% to William T. Henrie with the remaining amount of 25% to Paul S. Henrie, attorney in fact for Paul S. Henrie, Jon V. Henrie and Joyce V. Wade.
5. NEVADA BANK & TRUST COMPANY is hereby appointed to act as escrow agent in receiving and disbursing funds in accordance with the above provisions.
6. This addendum is for the purpose of clarification of the terms of the original lease & option so that all parties may know their position now that the purchase option has been exercised.

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7. Escrow set-up fee of \$100.00 shall be paid by BUYERS

Escrow collection fee of  $\frac{1}{2}$  of 1% of each payment made herein shall be paid  
by BUYERS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this 29<sup>th</sup> day of March, 1982.

Otelia Henrie  
Otelia Henrie, seller

William T. Henrie  
William T. Henrie, seller

Paul S. Henrie  
Paul S. Henrie, seller

Paul S. Henrie  
Paul S. Henrie, Attorney in Fact for  
Joyce V. Wade and Jon V. Henrie

Kevin D. Olson  
Kevin D. Olson, buyer

Sandra Olson  
Sandra Olson, buyer

No. 74959

FILED AND RECORDED AT REQUEST OF  
NEVADA BANK & TRUST  
APRIL 7, 1982

AT 1 MINUTES PAST 9 O'CLOCK  
8 AM IN BOOK 49 OF OFFICIAL  
RECORDS, PAGE 340 LINCOLN  
COUNTY, NEVADA.

Yvonne Jensen  
COUNTY RECORDER