

DECLARATION OF AN EXISTING LEASE

SUBJECT: 1005 Red Fir, Skyland
Near Zephyr Cove
in Douglas County, Nevada

This is to declare that a three year lease exists on the three bedroom, two bath house at 1005 Red Fir, Skyland, near Zephyr Cove in Douglas County, Nevada. The term of the lease is from May 1, 1984 through May 1, 1987.

The tenants are the family of Gregory P. York, Sharon Hennessy-York, Shane Hennessy-York, and Blake Hennessy-York. (Lease attached as Exhibit "A1" and "A2")

The real estate broker that manages this property is Skyland Realty, P.O. Box 456, Zephyr Cove, Nevada 89448, telephone (702) 588-5455. (Management Agreement attached as Exhibit "B")

I, GREGORY P. YORK, do solemnly swear or affirm that the statements made by me in this "Declaration of an Existing Lease" are true.

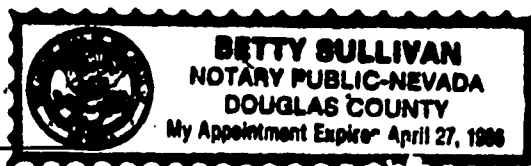
April 19, 1985
Date

Gregory P. York
Gregory P. York
P.O. Box 4949
Stateline, NV 89449 ✓

SUBSCRIBED and SWORN to before me .

this 19 day of April, 1985

Betty Sullivan
Notary Public



LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

Exhibit "A1"

RECEIVED FROM: Gregory and Sharon York

hereinafter referred to as Tenant.

sum of \$ 100.00 (One Hundred and no/100) DOLLARS)

deposited by Check as a deposit which, upon acceptance of this rental agreement, the Owner

the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

Table with columns: RECEIVED, PAYABLE PRIOR TO OCCUPANCY. Rows include: Rent for the period from May 1, 1984 to June 1, 1984; Rent for April, 1984 month's rent; Security deposit; Cleaning charge; Other; TOTAL.

In the event that this agreement is not accepted by the Owner or his authorized agent, within -0- days, the total deposit received shall be refunded.

Tenant hereby offers to rent from the Owner the premises situated in the City of Unincorporated, County of Douglas, State of Nev., described as 1005 Red Fir, Skyland, consisting of 3 bd., 2 ba. unfurn. house on the following TERMS and CONDITIONS:

TERM: The term hereof shall commence on May 1, 1984, and continue (check one of the two following alternatives): X until May 1, 1987.

on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party ... days written notice delivered by certified mail, provided that Tenant agrees not to terminate prior to the expiration of ... months.

RENT: Rent shall be \$ 775.00 per month, payable in advance, upon the First day of each calendar month to Owner or his authorized agent, at the following address: Skyland Realty.

at such other places as may be designated by Owner from time to time. In the event rent is not paid within five (5) days after due date, Tenant agrees to pay a late charge of \$10.00 plus interest at 10% per annum on the delinquent amount. Tenant agrees further to pay \$5.00 for each dishonored bank check.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: ... which shall be paid by Owner.

USE: The premises shall be used as a residence with no more than 2 adults and 3 children, and for no other purpose, without the prior written consent of the Owner. Occupancy by guests staying over 15 days will be considered to be in violation of this provision.

PETS: No pets shall be brought on the premises without the prior written consent of the Owner.

HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner which may be unreasonably withheld.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required for exposed plumbing or electrical wiring and for damages caused by his negligence and that of his family or invitees or guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant.

ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagees.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part hereof, or in common areas thereof, and Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, provided, however, that Tenant shall not be required to indemnify Owner for any injury or damage for which Owner is legally responsible.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within -0- days of the commencement of the term hereof.

DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonably avoided.

SECURITY: The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall have the right to apply the Security Deposit in payment of the last month's rent.

DEPOSIT REFUNDS: The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.

ATTORNEYS FEES: In the event that Owner shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Owner shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the addresses shown below or at such other places as may be designated by the parties from time to time.

HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

TIME: Time is of the essence of this agreement.

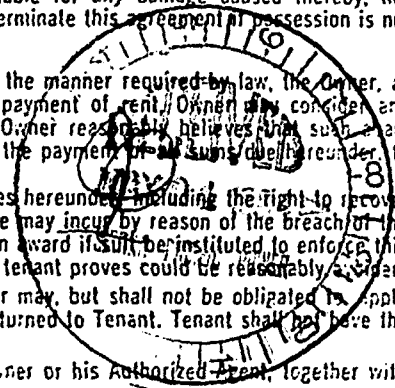
ADDITIONAL TERMS AND CONDITIONS:

Tenant agrees that the \$200.00 Security/Cleaning deposit will be used for any cleaning, repairs, damages upon departure. Tenant agrees to pay any fees for any damages upon departure over and above the \$200.00 security deposit.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this agreement before the parties' execution hereof: Tenant reserves the first right of refusal to buy the property, should the property become for sale.

Skyland Realty, P.O. Box 455, 89448 (702) 588-5458. The undersigned Tenant hereby acknowledges receipt of a copy hereof. DATED: April 12, 1984.

Gregory P. York, P.O. Box 4949, State Line, NV (Tenant)
Sharon Annexey - York (Tenant)
By: [Signature] Address/Phone



ACCEPTANCE

The undersigned Owner accepts the foregoing offer and agrees to rent the herein described premises on the terms and conditions herein specified. The Owner agrees to pay to the Agent in this transaction the sum of \$ for services rendered and authorizes Agent to deduct said sum from the deposit received from Lessee. This agreement shall not limit the rights of Agent in any listing or other agreement which may be in effect between Lessor and Agent.

The undersigned Owner hereby acknowledges receipt of a copy hereof.

(702) 588-5455

DATED: 4-28-84

SKYLAND REALTY
P.O. BOX 456
ZEPHYR COVE NEV. 89448
By: Nancy Jaschke

Owner's Authorized Agent
Address
Phone
Owner
Address
Phone

TENANT'S PERSONAL AND CREDIT INFORMATION

Anticipated length of occupancy 3 years

PERSONAL DATA

Name Gregory P. York Date of Birth May 31, 1948 Social Security No. [redacted] - 5345 Drivers Lic. No. 7664 3677 657 Expir. Date
 Name of Co-Tenant Social Security No. Drivers Lic. No. Expir. Date
 Present Address 322 Kingsbury Grade, State Line, WV Res. Phone 555-4154 Bus. Phone 555-4159
 How long at present address 6 months Landlord or Agent Robert Scraftord Phone (523) 367-6051
 Previous Address 460 Adrian Place, Orangeburg, NY 07057 How long 4 yrs Landlord or Agent self Phone
 Occupants: Relationships: husband wife son son ? Pets? no
 Ages: 36 36 4 1 1/2 6 weeks
 Car Make Ford and a Volvo Year 1976 Model Van Color Brown License No. NJ 350 SLT

OCCUPATION

	PRESENT OCCUPATION *	also PRIOR OCCUPATION *	CO-TENANT'S OCCUPATION
Occupation	Executive Director	Executive Director	
Employer	Practical Cost Mgmt Inst.	American Conservation Institute	
Self-employed, d.b.a.	we do own corp 100%		
Business Address	209 Kingsbury Grade	State Line, W. Va. and Princeton, New Jersey	
Business Phone	555-4159	555-4154/555-4490	
Type of Business	mgmt consulting	non-profit organization	
Position held	Chairman and Chief Executive	Exec. Director	
Name and Title of Superior	God	board of directors	
How long	5 1/2 years	3 years	
Monthly Gross Income	\$5,000 - \$8,000 depending on source	\$2,900	

REFERENCES

Bank Reference Bank of America New Jersey Savings Bank Address 186 Nassau Street, Princeton, NJ Phone (609) 924-8434

CREDIT REFERENCE	ACCOUNT NO.	ADDRESS	HIGHEST AMOUNT OWED	PURPOSE OF CREDIT	ACCOUNT OPEN OR DATE CLOSED
Michelson Construction	-	209 Kingsbury Grade	\$250	2 year office lease	open
State Line Secretarial	?	209 Kingsbury Grade	\$200	secretarial services	open
various Eastern U.S. clothing stores			various		closed
Hertz & Norman Marvins			\$2,000 on Hertz		open
PERSONAL REFERENCE	ADDRESS	PHONE	LENGTH OF ACQUAINTANCE	OCCUPATION	RELATIONSHIP
Mark Michelson	209 Kingsbury Grade	588-6513	6 months	Construction	
Chuck & Sharron Frost	South Lake Tahoe	542-6312	6 months	IGT local manager	
NEAREST RELATIVE	ADDRESS	PHONE	CITY	RELATIONSHIP	
Lester A. York Jr.	34 Bay View Dr. Portland, Maine	(207) 773-6804	Portland, Maine	father	

Have you ever filed a petition in bankruptcy? Have you ever been evicted from any tenancy?
 Have you ever wilfully and intentionally refused to pay any rent when due?

I DECLARE THE FOREGOING TO BE TRUE UNDER PENALTY OF PERJURY.

I agree that landlord may terminate any agreement entered into in reliance on any misstatement made above.
 DATED: April 12, 1984
 Gregory P. York Applicant Sharon Hennessy - York Applicant
 116335 BOOK 485 PAGE 1758

MANAGEMENT AGREEMENT

Exhibit "B"

THE UNDERSIGNED OWNER hereby employs the undersigned Broker exclusively to rent, lease, operate and manage the real property situated in the City of Unincorporated, County of Douglas State of Nevada described as 1005 Red Fir Skyland

for a period commencing this date and terminating at midnight of May 1, 1985, and thereafter automatically for annual periods, unless terminated by either party by thirty (30) days' written notice, upon the following TERMS and CONDITIONS:

BROKER'S OBLIGATIONS

Owner hereby confers upon the Broker the following, duties, authority and powers:

- 1. LEASING. To advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon; to execute leases for terms not to exceed 3 years, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the Owner such notices as Broker deems appropriate; to institute legal actions in the name of the Owner, to evict tenants and recover possession of the premises, to recover rents and other sums due; to settle, compromise and release such actions.
2. RENTS. To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected for Owner in a trust account with a qualified banking institution, but Broker shall not incur any liability for bankruptcy or failure of the depository.
3. MAINTENANCE. To employ, supervise and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be Owner's employees.
4. SERVICE CONTRACTS. To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Broker shall deem advisable and/or necessary.
5. REPAIRS. To take charge of repairs, decorating and alterations and to purchase supplies therefor. Broker agrees to obtain Owner's prior authorization for any and each expense item in excess of \$ 100.00 except monthly or recurring operating charges or emergency repairs, or in the event the Owner is not reasonably available for consultation, if the Broker deems such expenditures in excess of this amount necessary for the protection of the property from damage or to perform services to the tenants provided for in their leases.
6. DISBURSEMENTS. To accrue and make disbursements from Owner's funds for: contractual mortgage payments, property and employee taxes, special assessments, premiums for hazard and liability insurance and any other insurance required, except as follows:
7. PERIODIC STATEMENTS. To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner shall promptly remit such excess to the Broker. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein.

OWNER'S OBLIGATIONS

- 1. BROKERAGE FEES. Owner agrees to pay Broker a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Broker as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated, shall compensate Broker in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Broker from receipts.
Management: 20% of first and last month's rent and 12% every month thereafter
Leasing: 20% of first and last month's rent and 12% every month thereafter
Refinancing: N/A
Sale or exchange: N/A
Alteration, modernization, redecoration: N/A
Other:

2. HOLD HARMLESS. Owner agrees to hold the Broker harmless from all damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense, adequate public liability and workmen's compensation insurance and to name the Broker as co-insured. The Broker also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Broker's compensation or if Broker successfully defends any action brought against Broker by Owner, relating to the property, or Broker's management thereof, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

3. DATA AND RECORDS. Owner agrees to make available to Broker all data, records and documents pertaining to the property which the Broker may require to properly exercise his duties hereunder.

OTHER TERMS

3 bedroom, 2 bath house with 2-car garage, family room
Unfurnished
Pets nego.
3 Fireplaces
First, Last month's rent, \$500.00 Security/Cleaning Deposit
Available May 1, 1984
Rent will be \$775.00 per month.

The Broker accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon him under the terms hereof.

DATED: 4-28-84

Skyland Realty Broker
P.O. Box 456
Zephyr Cove, Nev. 89448 Address
(702) 588-5455 Phone

Owner: Marilyn Newberry
Owner: Carl W. Newberry
Address: P.O. Box 1995
Phone: Palmer Beach Ca 92241 619 322 1479

COPY

REQUESTED BY
Gregory P. York
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 APR 22 12:45

SUZANNE BEAUDREAU
RECORDER

\$ 9.00 PAID me DEPUTY

116335

BOOK 485 PAGE 1760