

APN: 1120-06-000-008

RECORDING REQUESTED BY:

AFTER RECORDATION, RETURN BY MAIL TO:

David R. Gamble
P.O. Box 2663
Gardnerville, NV 89410

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF RIGHT OF FIRST REFUSAL

THIS TERMINATION OF RIGHT OF FIRST REFUSAL is made and entered into as of this 28th day of July, 2017 (the "Termination Date") by and between David R. Gamble, a widower, DAVID R. GAMBLE, Trustee of THE DAVID R. GAMBLE TRUST dated July 29, 2016, and the Estate of Diane M. Gamble, of Gardnerville, Nevada, and Charlotte E. Brooke, a widow, WESTSIDE NEVADA, LLC, by and through its Manager, Charlotte E. Brooke, and the estate of T. Scott Brooke, of Minden, Nevada, collectively referred to as "Parties".

RECITALS

WHEREAS, the Parties have entered into certain Right of First Refusal dated June 16, 2008, (the "Agreement"), for the purpose of granting T. Scott Brooke (now deceased) and Charlotte E. Brooke, husband and wife, a right of first refusal for property owned by David R. Gamble and Diane M. Gamble (now deceased) more particularly described in Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the Parties have decided to terminate the said Agreement under the terms and conditions as set forth hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. TERMINATION

The Parties hereby agree that as of the Termination Date, the said Agreement shall stand terminated and thereafter it shall have no future force or effect. Also, the Parties will not be liable for any ongoing obligations except for the surviving obligations under the said Agreement.

2. SURVIVING OBLIGATIONS

The Parties shall only remain obligated for any obligations that were intended to survive the expiration of the term of the Agreement as provided therein.

3. RELEASE

The Parties do hereby mutually remise, release and forever discharge each other and their respective administrators, executors, representatives, successors and assigns, from any and all actions, causes of action, suits, debts, accounts, covenants, disputes, agreements, promises, damages, judgments, executions, claims, and demands whatsoever in law or in equity that they ever had, now has, or that they or their administrators, executors, representatives, successors and assigns hereafter can or may have, by reason of any act, omission, matter, cause or thing whatsoever occurring at any time prior to the execution of this Termination Agreement, whether known or unknown, suspected or unsuspected, foreseen or unforeseen.

4. NOTICES

All written notices or other written communications required under this Agreement shall be deemed properly given when provided to the parties entitled thereto by personal delivery (including delivery by services such as messengers and airfreight forwarders), by electronic means (such as by electronic mail, telex or facsimile transmission) or by mail sent registered or certified mail, postage prepaid at the following addresses (or to such other address of a party designated in writing by such party to the others):

David R. Gamble
P.O. Box 2663
Gardnerville, NV 89410

DAVID R. GAMBLE, Trustee
THE DAVID R. GAMBLE TRUST dated July 29, 2016
P.O. Box 2663
Gardnerville, NV 89410

The Estate of Diane M. Gamble
P.O. Box 2663
Gardnerville, NV 89410

Charlotte E. Brooke
P.O. Box 2860
Minden, NV 89423

Westside Nevada, LLC
P.O. Box 2860
Minden, NV 89423

The Estate of T. Scott Brooke
P.O. Box 2860
Minden, NV 89423

All notices given by electronic means shall be confirmed by delivering to the party entitled thereto a copy of said notice by certified or registered mail, postage prepaid, return receipt requested. All written notices shall be deemed delivered and properly received five (5) days after mailing the notice, in the case of written notice given by mail, or upon the earlier of two (2) days after the mailing of the confirmation notice or upon actual receipt of the notice provided by personal delivery or electronic means

5. SUCCESSORS & ASSIGNS

This Agreement is binding upon each Party, and shall inure to the benefit of each Party to this Agreement and their respective officers, directors, employees, agents, subsidiaries, parent corporations, affiliated companies, successors, assigns, agents, heirs, and personal representatives.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto as to the termination of the Lease Agreement and it merges all prior discussions between them relating thereto. Any amendment or modification to this Agreement shall be effective only if in writing and signed by each party hereto.

7. SEVERABILITY

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. In such event, the Parties shall in good faith attempt to negotiate a substitute clause for any provision declared invalid or unenforceable, which substitute clause shall most nearly approximate the intent of the Parties in agreeing to such invalid provision, without itself being invalid.

8. COUNTERPARTS

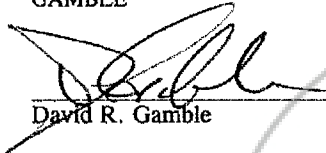
This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

9. GOVERNING LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws principles thereof.

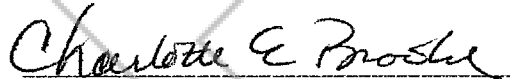
IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement as of the dates set forth below their respective signatures.

GAMBLE



David R. Gamble

BROOKE



Charlotte E. Brooke

THE DAVID R. GAMBLE TRUST



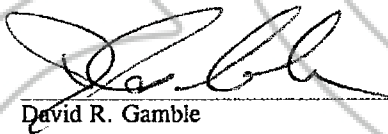
David R. Gamble, Trustee

WESTSIDE NEVADA, LLC



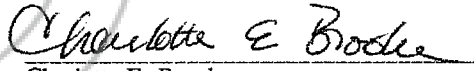
Charlotte E. Brooke, Manager

ESTATE OF DIANE M. GAMBLE



David R. Gamble

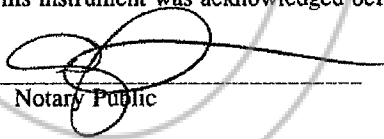
ESTATE OF T. SCOTT BROOKE



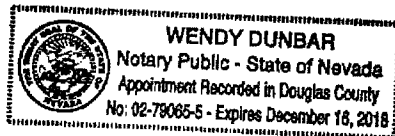
Charlotte E. Brooke

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 28, 2017, by David R. Gamble.

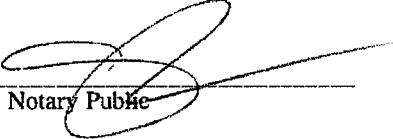


Notary Public



STATE OF NEVADA)
COUNTY OF DOUGLAS) ss)

This instrument was acknowledged before me on July 28, 2017, by Charlotte E. Brooke



Notary Public

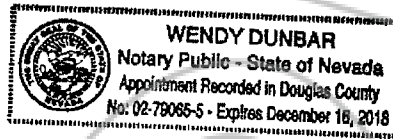


EXHIBIT "A"

All that certain piece or parcel of land lying in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 11 North, Range 23 East, M.D.B.&M., in Douglas County, Nevada, and more particularly described

by metes and bounds as follows, to wit;

BEGINNING at a point on the Nevada-California State Line at the Southeast corner of the parcel, said point being Described as bearing North 0°02' East, a distance of 1011.12 feet from the section corner common to section 6, 6, 7 and 8 of said Township and Range; thence North 48°36'30" West, along the state line a distance of 467.60 feet to the 1/16th section line and the Northwest corner of the parcel; thence North 89°37' East along the subdivision line a distance 350.97 feet to the Northeast corner of the parcel and the East boundary line of said Section 6, a distance of 311.52 feet to the point of beginning.

APN 1120-06-000-008

IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 16, 2003, BBOOK 0603, PAGE 07013, AS FILE NO. 0580063, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

"Together with all the water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever. Appurtenant to or historically used on the property."

Per NRS 111.312, this legal description was previously recorded in the Official Records of Douglas County, Nevada, on 23 June 2005, as Document No. 647655, at Book 0605, Page 10777.)
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