

✓ When recorded return to:
William Jac Shaw, Esq.
P. O. Box 605
Carson City, NV 89702

A G R E E M E N T

THIS AGREEMENT is entered into by and between ANSON L. JOHNSON, hereafter referred to as "Husband", and BARBARA A. JOHNSON, hereafter referred to as "Wife", residents of Lake Tahoe, Douglas County, Nevada, based upon the following facts:

1. Husband and Wife were married on or about the 1st day of December, 1960, at Cedarhurst, New York.
2. The parties since the date of marriage have remained and at the present time are husband and wife.
3. The parties have two (2) children born the issue of such marriage, namely ANSON L. JOHNSON, JR., born the 24th day of February, 1962, and SUSAN ELIZABETH JOHNSON, born the 20th day of January, 1966.
4. During the tenure of the marriage of the parties they have acquired various assets, both real and personal, located in various jurisdictions, and have incurred various liabilities.
5. The parties have become incompatible in their marriage. They have divergent interests and goals, they lack common friendships and social activities, all by reason whereof they now choose to live separate and apart.
6. By this agreement the parties intend to divide all of their assets and liabilities, make provision for child custody and support, provide contractually for living arrangements and otherwise by contract alter and terminate their statutory community property and marital rights, to the end that upon the execution hereof, the parties will live separate and apart and, except as contained in this agreement, be able to pursue their own goals and objectives and be free from responsibility or liability one unto the other.

Based upon the above recital of facts, which are incorporated into the body of this agreement, along with any exhibits attached hereto, and upon the further covenants and conditions contained herein, the parties mutually agree as follows:

1. To aid in equalizing an otherwise disproportionate distribution of the community property of the parties, Husband shall pay Wife the sum of Two Hundred Dollars (\$200.00) each and every month, commencing the first full month following the date of this Agreement. Each monthly amount shall be due and payable on the first day of each month, but the Husband's obligation under this paragraph shall terminate in the event of the death of Wife, or her remarriage (in the event the parties obtain a divorce or dissolution).

2. The Husband shall pay the Wife, as and for her support, the sum of Six Hundred Dollars (\$600.00) each and every month commencing the first full month following the date of this agreement. Each monthly amount shall be due and payable on the first day of each month, but the Husband's obligation under this paragraph shall terminate in the event of the death of Wife, or her remarriage (in the event the parties obtain a divorce or dissolution).

3. The normal living expenses of the minor daughter of the parties, while a full time student in a college agreeable to both, and while living in approved quarters and unmarried, and while making passing grades in the diligent pursuit of a recognized professional degree, and continuing until September, 1988, shall be shared and borne equally by the parties hereto. This is in addition to any other amounts set forth herein.

4. In the event Husband does not make the payments set forth in paragraph 1 or 2 as they come due, or the payments in paragraph 3 after reasonable notice and request, such unpaid amounts shall accrue interest at the rate of fifteen percent (15%) per annum.

5. The parties are the owners of a 1982 AMC Eagle, which was partially purchased with borrowed funds. Husband covenants and agrees to make the monthly payments on this automobile loan to the Pan American National Employees Credit Union, Loan No. 21-038238 as they come due, or to pay the loan in full. If not before, the loan will be paid and title to the automobile cleared upon the sale of the family home located at 186 South Benjamin, Douglas County, Nevada,

076522

LIBER 233 PAGE 1984

from the proceeds credited to Husband. Upon payment, title shall vest in Wife.

6. Husband shall be entitled to the 1972 Pantera automobile.

7. Husband and Wife are named insureds on certain life insurance policies. Husband shall make all payments on New York Life Insurance policy no. 30031440, American Pioneer Life policy no. 5679, and The Travelers Group Policy no. 6151100. Any existing loans on any life insurance policies in which Husband is named insured shall be kept current by Husband. No additional loans shall be taken on any such policies. Wife shall be named beneficiary of each policy, until such time as she remarries, if ever. In that event, ANSON LYNN JOHNSON, JR. and SUSAN ELIZABETH JOHNSON will then be named co-beneficiaries. Any violation of this paragraph shall result in a charge against the Husband's estate in favor of Wife or children as the case may be.

8. The Pan American medical and dental insurance will be paid by Husband for SUSAN ELIZABETH JOHNSON and ANSON L. JOHNSON, JR., until such time as they are no longer enrolled in college. Wife will remain as an insured on the medical and dental policy so long as legally permitted to do so, to wit: until legal separation, dissolution or death. Husband shall further be responsible for the payment of all uninsured medical and dental bills of Wife and children for the same amounts of time set forth herein.

9. In the event of legal separation, divorce or dissolution, Husband shall provide medical insurance to Wife of a type equivalent to the Pan American Insurance until such time as she remarries.

10. The children of the parties shall be granted discount fare and travel privileges as long as they are eligible. The cost for such discounted air travel shall be borne equally by the parties hereto. Wife shall likewise maintain pass and discount fare travel privileges so long as legally permitted to do so, at her own expense.

11. Wife shall have sole and exclusive possession of the residence at 186 South Benjamin, free of rent to Husband, until the home is sold and escrow has closed thereon.

12. Husband shall pay all real property taxes on 186 South Benjamin through the close of escrow of the sale of the home.

13. Husband is to pay the Kingsbury Sewer District assessments on 186 South Benjamin until the home is sold and the escrow is closed thereon.

14. Husband is to pay the premiums to the State Farm Insurance Company for the homeowner's insurance on 186 South Benjamin, being policy no. 28043-30472 until such time as the home is sold and escrow has closed. The parties shall divide equally any deductible amounts which must be paid by them in the event a claim is filed for an insurable loss.

15. A lawsuit presently pending regarding the use of the driveway, in which the parties hereto were the prevailing parties before the District Court, and which suit is under appeal to the Nevada Supreme Court, will not be settled or otherwise dismissed without the consent of both parties. All attorneys' fees in relation to this litigation shall be paid by Husband and Wife shall reimburse Husband one-half (1/2) of said amount out of her share of the proceeds of sale of the home located at 186 South Benjamin.

16. All maintenance and repair expenses on 186 South Benjamin and the driveway shall be paid in the first instance by Husband and he shall be reimbursed the sum of fifty percent (50%) of such expenses out of Wife's share of the distribution of the proceeds resulting from the sale of the home.

17. The home shall be appraised in June, 1984, by the offices or suggestion of El Dorado Savings and Loan Association. The parties may add to such appraised value an aggregate sum up to twenty percent (20%) as determined by the suggestion of any two (2) Nevada real estate brokers. From July 1, 1984 forward, the home shall be placed "For Sale By Owner". If the home is not sold at the conclusion of six (6) months, it shall be listed with a real estate broker who is a member of the Multiple Listing Service. The listing price shall

be reduced ten percent (10%) for each six (6) month period that the home does not sell. The home shall be listed for sale for cash. The parties will be bound to take any offer which is equal to ninety-seven percent (97%) of the listing price existent at the time the offer is received.

18. Mortgage payments on 186 South Benjamin are payable to El Dorado Savings and Loan Association in the amount of \$630.00 per month. The parties hereto have built and sold an adjoining home, pursuant to a contract of sale, or wraparound mortgage, from which they receive the sum of One Thousand Six Hundred and Forty-One Dollars (\$1,641.00) per month, approximately, from the obligor, Kadee Business Trust, and make payments of Nine Hundred Forty-One Dollars (\$941.00) thereon to Tahoe Savings and Loan. The El Dorado Savings and Loan Association payments of Six Hundred Thirty Dollars (\$630.00) shall be made from the Seven Hundred Dollar (\$700.00) difference and the Seventy Dollar (\$70.00) balance remaining shall be deposited into the A. L. Johnson Associates account at the Central Bank at Lake Tahoe, California, being account no. 850018014.

19. In the event these payments are not made, or are late, either Husband or Wife may advance the Six Hundred Thirty Dollar (\$630.00) mortgage payment to El Dorado Savings and Loan Association and is entitled to immediate reimbursement of fifty percent (50%) of said amount from the other party hereto.

20. When the home at 186 South Benjamin is sold and other debits and credits are adjusted pursuant to this agreement, the net balance remaining shall be disbursed equally between the parties.

21. The promissory note due and payable to the parties from Kadee Business Trust is partially due on January 1, 1986 in the approximate amount of Thirty-Four Thousand Eight Hundred Nineteen Dollars (\$34,819.00). This will be divided equally between the parties.

22. If the residence located at 186 South Benjamin has not been sold by January 1, 1986, or the date of pay off of the above-referenced promissory note, the proceeds of said note shall be retained by Wife and used to make mortgage payments on the residence

at 186 South Benjamin until the home is sold at which time the remaining balance shall be divided equally.

23. The parties own real property in Florida, commonly referred to as 2715 Tiger Tail, Tiger Tail Bay Condominiums, Coconut Grove, Florida. All expenses of whatever nature associated with this asset shall be paid by Husband. Husband is therefore entitled to all rental income generated by the property. The property shall be listed for sale at a price mutually agreeable. If it is not sold by December 31, 1986, Wife may select a Florida M.A.I. Appraiser, whose opinion of value of the property shall be taken as binding upon the parties and Husband shall pay to Wife fifty percent (50%) of the equity determined thereby within six (6) months from January 1, 1987. If the property is earlier sold the proceeds shall be divided equally between the parties. One party hereto may purchase the interest of the other by mutual consent.

24. The parties own a promissory note secured by a deed of trust on real property located in Truckee, California, commonly referred to as 16465 Northwoods. This property is presently in foreclosure to obtain repayment of the promissory note which is in the approximate present balance of Fifty-Nine Thousand Five Hundred Dollars (\$59,500.00) plus interest and costs. If the parties obtain title to the property back as a result of a credit bid at any foreclosure sale, they shall take title as tenants in common and management of the property shall be in the Wife. She shall be permitted and required to see that the property is rented or sold, and the net proceeds thereof divided equally. For a period of one month after vesting, the property shall be listed with or sold through the efforts of Security Financial Services, being Paul Spillman, Kings Beach, California. After one month, the property shall be listed, if not sold prior thereto with Dart Industries, located at Tahoe-Donner Development, Truckee, California.

25. The proceeds of payment of this note, or the proceeds of sale of the home if the parties come into title, shall be divided

equally between the parties.

26. Husband shall maintain automobile insurance provided by Amica Automobile Insurance Company of Providence, Rhode Island on the AMC Eagle, the GMC Jimmy and an automobile of Susan Elizabeth Johnson's. The insurance shall be maintained on the daughter's car until the earliest event of attaining the age of twenty-one (21) years, getting married, or no longer being in school, on the Eagle and on the GMC Jimmy until the house at 186 South Benjamin is sold and escrow thereon closed. Registration and title to the Jimmy shall remain in the Husband's name. Any Deductible amount arising from the filing of a claim shall be paid by the person filing the claim.

27. Title to a 1968 Camaro is presently in the name of Anson Lynn Johnson, Husband herein, and insured. Upon the expiration of the insurance, on September 1, 1983, Husband shall convey title to this automobile to Anson Lynn Johnson, Jr. in return for which Anson Lynn Johnson, Jr. will maintain his own insurance thereon. Any and all dividend checks from Amica Insurance Company are the property of Husband.

28. The 1973 GMC Jimmy shall be sold after or concurrent with the sale of the home and the proceeds divided equally between the parties.

29. Anson Lynn Johnson, Jr., the adult son of the parties, is presently a student at Embry Riddle Aeronautical University in Prescott, Arizona. Room and board in the amount of Three Hundred Dollars (\$300.00) per month for March 1983, and April 1983 will be paid by Husband. The expenses of tuition, books, and the equivalent of on-campus room and board for Anson Lynn Johnson, Jr.'s last year of college will be shared equally between the parties.

30. Wife shall be responsible for all utility services to 186 South Benjamin, Douglas County, Nevada.

31. The parties have an ownership interest in real property and improvements thereon in Newport Beach, California, commonly

known as 806 E Oceanfront.

32. The parties are considering the possibility of developing this property as a time share in conjunction with Link Realty. The parties hereto are providing all financial development funds, advertising, etc., and are responsible for all mortgage payments, taxes, insurance, utilities, etc., thereon. Link Realty is handling all sales and advertising.

Wife has agreed to a time frame of six (6) months within which to complete the sale of the project on a time share basis.

By December 1, 1983, one of the following two (2) alternatives must have occurred:

(a) The time share units must have been successfully marketed, or

(b) The property must have been sold as a duplex, or otherwise disposed of, even at a loss.

The parties have intentionally left the terms and conditions of such sale out of this agreement, and will cooperate in the future toward a sale.

33. It is estimated that the expense of marketing the time share concept may be in an amount up to Twenty Thousand Dollars (\$20,000.00). Husband shall pay all these expenses as they come due. Wife shall reimburse Husband one-half (1/2) of the actual amount of such expenditures, up to a total of Ten Thousand Dollars (\$10,000.00), upon the sale of the 186 South Benjamin home.

34. If the time share concept is completed, Husband and Wife will share all profits and equity on a 50-50 basis. Husband and Link Realty will provide monthly statements on rental or sales income and all expenditures to Wife.

35. Until the time share project is completed or the property is sold, all rental income is to be used for mortgage payments and operating expenses.

36. The money presently in Nevada Banking Company account no. 01-110543 in the approximate amount of Sixty Thousand Dollars (\$60,000.00) plus interest is to be the sole and separate property of Wife.

076522

LIBER 283 PAGE 1930

37. The money in Nevada Banking Company account no. 01-109669 in the approximate amount of One Hundred Thousand Dollars (\$100,000.00) plus interest is to be the sole and separate property of Husband.

38. From his separate property as set forth herein, Husband agrees to pay and discharge the 1982 income tax liability and the accounting fees associated therewith, along with adjustments for prior years.

39. Husband and Wife agree that they will file a joint tax return for tax year 1983, and thereafter the parties are free to file as they legally are permitted and to their best advantage.

40. The Nevada Banking Company account no. 01-019502 in the name of Husband, shall remain open and active to use for business transactions related to the Newport Beach property. When the Newport Beach property is sold, or Wife's interest therein is purchased by Husband, the balance in this account will be divided equally by the parties. Both parties are to remain as authorized signators on the account and a monthly statement is to be provided to each party.

41. Husband is to retain as his sole and separate property any and all interest in the joint venture related to the John O'Day tract, Miami, Florida.

42. Payment of the 1983 tax liability, due on or before April 15, 1984, shall be shared jointly by the parties in relation to what each party's separate gross income bears in relation to the whole, and any refund shall be distributed on the same basis.

43. Any items of furniture or personal property remaining in the home at 186 South Benjamin, Douglas County, Nevada, are the sole and separate property of Wife, subject to Husband's first right of refusal to purchase or obtain the furniture in the event Wife desires to sell or otherwise dispose of it.

44. Husband's pension from Pan American-National Airlines in the approximate gross sum of Two Thousand Seven Hundred and Three Dollars (\$2,703.00) per month shall be his sole and separate property for life, subject only to the monthly obligation to Wife as set forth herein, and all survivor's benefits shall inure

076522

irrevocably to Wife herein. Husband shall not hypothecate, alienate or encumber these future payments.

45. The parties own as an asset a partnership interest in RPV Engineering and interest in Brozzen-Wilman International Monitors. Husband shall have maintenance and control to deal with these interests. Profits or proceeds resulting from the operation of the entities or their sale or dissolution shall be divided equally between the parties.

46. Any notice which is required to be given pursuant to this agreement shall be given to the parties as follows:

Husband: 928 East Ninth Avenue
Johnson City, Tennessee 37601
Phone No. (605)928-6205

Wife: Box 2538
Stateline, Nevada 89449

These addresses may be changed by giving written notice to the other party.

47. The parties hereto have each been encouraged to seek the advice of attorneys and accountants. Each party hereto has had the freedom of opportunity to do so, and by executing this agreement so indicates. The execution of this agreement is done voluntarily and with the full knowledge and understanding of the effects it will have upon the rights and responsibilities of the parties hereto.

48. From and after the date of this agreement, the parties shall be treated as individuals for all purposes contained herein. No party shall have any claim to the future earnings, profits or investments of the other, which shall be their sole and separate property.

49. Each party hereto covenants that he or she has made a full and complete disclosure of all assets and liabilities owned by the community or either party and known to them. As to any asset known to one of the parties, but not disclosed herein, each party is and shall permanently be entitled to a fifty percent (50%) interest therein. As to any liability, contingent or otherwise, known to

one party but not disclosed herein, such shall remain the sole and separate liability of the party incurring and not disclosing such liability, and he or she shall discharge and hold harmless the other from any claim thereon.

50. Husband shall claim and be entitled to as his sole and separate property any interest in the P-51 aircraft on loan from the Bradley Air Museum, and hold harmless Wife from any claim or liability for debt service or otherwise, in relation to such agreement and aircraft.

51. From and after the date of this agreement, the parties mutually release one another from any claim or entitlement to any asset revealed herein and given to either party hereby, and further agree to hold harmless and indemnify one another from any claim of third persons in relation to the activities of one another herein.

52. The parties do not presently contemplate an action for legal separation or dissolution of their marriage. However, if in the future either party desires to seek such judicial relief, it is specifically understood that the Court will be bound, as will the parties, by the terms and conditions of this agreement and it will be submitted to the Court with the request that it be incorporated into the terms of such legal separation or dissolution as being a full and completed disposition of the assets and liabilities of the parties and their responsibilities one unto the other.

53. This document is entered into in the State of Nevada. It is to be governed exclusively and interpreted by and under the laws of the State of Nevada related to such matters, and venue hereon shall exclusively repose in the District Courts of the State of Nevada.

54. Each of the portions of this agreement are severable. If one or more provisions are found to be unenforceable, the balance of the agreement shall not be effected thereby.

55. This agreement is an integrated writing. It is the culmination of much negotiation. It shall not be altered, amended, modified or otherwise changed except by an agreement in writing executed voluntarily by both parties.

076522

LIBER 283 PAGE 1993

56. Except as otherwise provided herein each of the parties hereto shall be entitled to keep and retain as his or her separate property all of his or her clothing, jewelry, wearing apparel and articles of personal property; and each party hereby assigns, transfers, relinquishes and surrenders to the other any and all of his or her right, title and interest of every kind and character in and to any and all of such property.

57. Husband and Wife are each fit and proper persons to have the care, custody and control of the minor child of the parties, SUSAN ELIZABETH JOHNSON, with physical custody nevertheless, awarded to Wife, reserving unto Husband, however, all reasonable rights of visitation.

58. If a legal separation or dissolution proceeding is sought by either party hereto, the decree or order entered therein shall by stipulation contain a provision relating to alimony in the sum of Six Hundred Dollars (\$600.00) per month pursuant to the provisions of NRS 125.150. The Court shall be requested to specifically reserve jurisdiction over the parties and of this matter in order to make such further and other orders regarding the payment of alimony to Wife as may be fair and equitable, taking into the account the compliance by Husband with the terms and provisions hereof. This provision shall specifically be deemed to be a charge upon the estate of Husband.

59. The amounts of money on deposit in the following depositories, which are approximations, are set aside to the Husband as his sole and separate property:

- (a) The Pan American Employees Credit Union Account - \$600.00;
- (b) The Coconut Grove Bank - \$1,600.00;
- (c) The Central Bank Saving's Account - \$600.00;
- (d) The Merrill Lynch Ready Asset Account - \$500.00.

60. The following amounts of money (approximate) in the following institutions are set aside to the Wife as her sole and separate property:

(a) First Interstate Bank, South Lake Tahoe Office,
Stateline, Nevada \$300.00;

(b) American Savings and Loan, Kingsbury Grade, Douglas
County, Nevada - \$100.00.

61. By this agreement the parties desire to destroy and terminate the relationship of joint tenancy with right of survivorship, to any assets which they hold in that manner, be they real or personal. From this date forward, the parties shall hold any jointly owned property as tenants in common.

62. Each party shall use his or her best efforts to deliver unto the other written releases on all guarantees, personal guarantees or other forms of assurances or obligations heretofore given by either party to a third person to insure repayment of any indebtedness incurred by either of the parties hereto, the obligation of which has been assigned to either party hereto.

63. Each party hereto agrees and covenants in consideration of this agreement to waive, and herein and hereby waives, all of his or her right or entitlement, both now and in the future, to any and all community interest in the wages, endeavors, rents, issues, profits or other earnings, including but not limited to appreciation of assets, of the other, except as such are altered by this agreement and waiver, the right to inherit from the other except by Will dated subsequent to this agreement.

64. The parties agree to execute all documents, including deeds and assignments, necessary to effectuate the terms of this agreement. Any incidental property not specifically referred to in this agreement shall be the sole and separate property of the party having possession of the same, with the understanding that a full and complete disclosure as to its existence has either been made, or is already within the knowledge of the other party.

65. This agreement shall be binding upon and shall inure to the benefit of the heirs, estates, executors, administrators, and assigns of the respective parties hereto.

66. In the event that a dispute arises regarding the enforceability or interpretation of this agreement, and judicial relief is sought thereafter, it is agreed that the prevailing party shall be entitled to and the Court shall award reasonable attorneys' fees to the prevailing party and against the party not prevailing.

DATED this 18th day of February, 1983 .

Anson L. Johnson
Anson L. Johnson

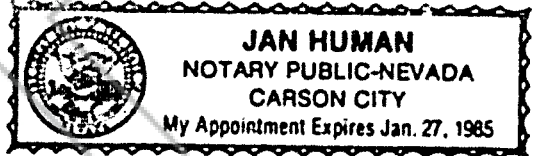
Barbara A. Johnson
Barbara A. Johnson

STATE OF NEVADA)
) ss.
CARSON CITY)

On February 18, 1983, personally appeared before me, a Notary Public, ANSON L. JOHNSON, who acknowledged to me that he executed the foregoing Agreement.

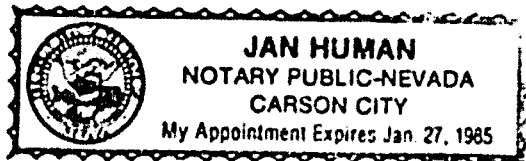
Jann Human
Notary Public

STATE OF NEVADA)
) ss.
CARSON CITY)



On February 18, 1983, personally appeared before me, a Notary Public, BARBARA A. JOHNSON, who acknowledged to me that she executed the foregoing Agreement.

Jann Human
Notary Public



REQUESTED BY
Shaw, Weston, et al
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 17.00 fee
1983 FEB 28 PM 1:20

SUZANNE BEAUDREAU
RECORDER

Carol J. Libart 076522
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