

AGREEMENT OF LEASE

AGREEMENT made as of December 29, 1982, between Manfred C. Lohr and Kaethe D. Lohr as Trustees of The Lohr Trust (the "Lessor"), and Nevada Banking Company, a Nevada corporation (the "Lessee").

The Lessor has delivered to the Lessee at its office located at 229 Kingsbury Grade, Stateline, Nevada the articles of office furniture and equipment (the "Equipment") listed on Schedule 1 hereto, all of which is to be used by the Lessee only at the office maintained by it at that address.

It is therefore agreed:

1. Lease of Equipment. The Lessor leases to the Lessee and the Lessee rents from the Lessor the Equipment for a term of five years commencing December 29, 1982. Lessee acknowledges that the Equipment is in good condition.

2. Rental. The Lessee shall pay to the Lessor as rent for the use of the Equipment Two Thousand Four Hundred Forty Seven and 92/100 Dollars (\$2,447.92) per month, payable on the first day of each month, the first payment to be made upon the execution of this lease. Should the rent or any part thereof be at any time unpaid, the Lessee shall pay to the Lessor interest on such arrears at the rate of 18% per annum, or such lesser maximum rate allowed by law, from the date of default until the arrears shall be paid, together with all reasonable collection charges and expenses. These charges shall be in addition to all other remedies at law or in equity, which the Lessor may have against the Lessee for default in the payment of rent.

3. Ownership and Use.

(a) The Equipment shall at all times be the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the Equipment except for the right to use it in the normal operation of the office maintained by the Lessee at the address set forth above.

(b) The Equipment is and shall remain personal property even if installed in or attached to real property. The Lessor shall be permitted to display notice of its ownership on each article of Equipment by means of a suitable stencil, label, or plaque affixed thereto. The Lessee shall promptly notify the Lessor if any stencil, label, or plaque becomes damaged or illegible, and shall permit access to the Equipment by the Lessor, or its agents, during normal business hours.

(c) The Lessee shall keep the Equipment at all times free and clear from all claims, levies, liens, encumbrances, and process. The Lessee shall give the Lessor immediate notice of any such attachment or other judicial process affecting any article of Equipment.

(d) The Lessee shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or any part thereof or attempt in any other manner to dispose of the Equipment, or remove the Equipment or any part thereof, without the Lessor's permission, from the Lessee's office at the address set forth above.

(e) The Lessee shall cause the Equipment to be used and operated, in accordance with the applicable vendor's or manufacturer's manual of instructions, by competent and qualified personnel and shall return the Equipment to Lessor

at the expiration of the term in good condition, ordinary wear and tear excepted.

4. Repairs and Maintenance. The Lessor shall keep the Equipment in good condition and, at its own cost and expense, make all necessary repairs, shall provide janitorial services each business day for the cleaning of the Equipment, and shall provide maintenance of interior plants.

5. Insurance. The Lessor, at its own cost and expense, shall insure the Equipment against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry public liability insurance with minimum limits of \$500,000/\$1,000,000 for bodily injury and \$100,000 for property damage in such form and with such insurance companies as shall be satisfactory to the Lessor. All insurance policies shall name both the Lessee and the Lessor as insureds and copies of the policies and the receipts for the payment of premiums shall be furnished to the Lessee. Each damage policy shall provide for payment of all losses directly to the Lessor. Each liability policy shall provide that all losses shall be paid on behalf of the Lessee and the Lessor as their respective interests appear.

6. Taxes. The Lessee agrees to pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except the Lessor's federal or state net income taxes) imposed on the Lessor or the Lessee with respect to the rental payments hereunder, and shall

reimburse the Lessor upon demand for any taxes paid by or advanced by the Lessor. The Lessee shall file all returns required therefor and furnish copies to the Lessor.

7. Indemnity. The Lessee assumes liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by, or asserted against the Lessor in any way relating to or arising out of this lease or of the use of the Equipment. The indemnities contained in this Section shall continue in full force and effect, notwithstanding the termination of this lease.

8. Inspection. The Lessor and its agents may, at any time during normal business hours, enter the Lessee's premises for the purpose of inspecting the Equipment and the manner in which it is being used.

9. Return. At the end of the term of this lease, the Lessee shall at its own expense return the Equipment to the Lessor at the Lessor's place of business.

10. Liability for Damage. The Lessee shall be responsible for any damage to the Equipment while in its possession, and shall pay to the Lessor the value of so much of the Equipment, or any part thereof, as may be damaged or destroyed. Upon receipt of such payment, the Lessor shall, to the extent of the amount paid, assign to the Lessee any rights it may have with respect to the damaged or destroyed article of Equipment under any insurance, together with all of the Lessor's right, title, and interest in and to the article of Equipment.

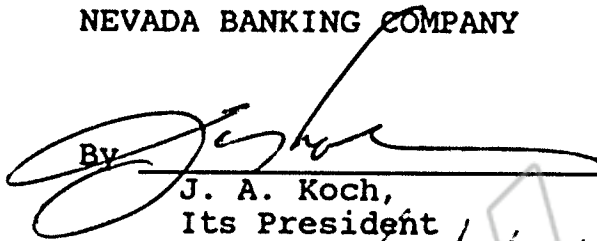
11. Breach. Upon default in the payment of any installment of rent, or upon a breach of any other condition of this lease to be performed or observed by the Lessee, or if during the term of this lease Lessee is determined to be insolvent, or if a receiver is appointed for the Lessee, or if the Lessee discontinues business at the office address set forth above, the Lessor shall have the right without notice or demand to terminate this lease, but such termination shall not release the Lessee from the payment of damages sustained by the Lessor. If upon any termination of this lease the Lessee fails or refuses forthwith to deliver the Equipment to the Lessor, the Lessor shall have the right to enter the Lessee's premises, or any other premises where the Equipment may be found, forcibly if necessary, and to take possession of and remove the Equipment without legal process. The Lessee releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall the Lessor be prejudiced from pursuing any other remedies to which it otherwise might be entitled on account of arrears of rent or breach of any other conditions of this lease.

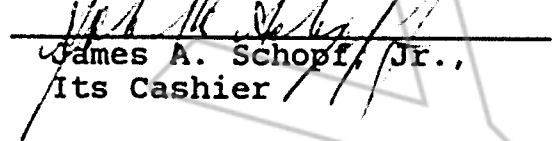
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no oral or parol agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby, and this Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by the party so to be charged. This Agreement is executed after an agreement of the same date

covering the same Equipment as this Agreement, and supersedes the earlier agreement in its entirety.

IN WITNESS WHEREOF the parties have executed this agreement.

NEVADA BANKING COMPANY

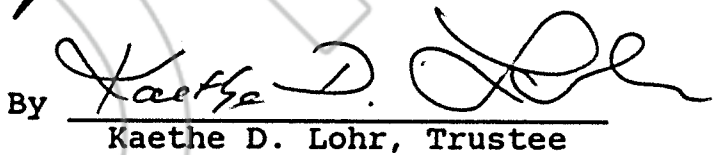
By 
J. A. Koch,
Its President

By 
James A. Schopf, Jr.,
Its Cashier

Address of Lessee:
P. O. Box 5700
229 Kingsbury Grade
Stateline, Nevada 89449

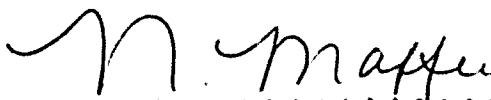
THE LOHR TRUST

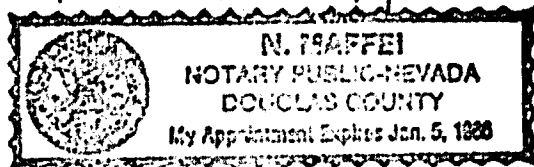
By 
Manfred C. Lohr, Trustee

By 
Kaethe D. Lohr, Trustee

Address of Lessor:
P. O. Box 11680
Zephyr Cove, Nevada 89449

2-24-83





EQUIPMENT & FURNITURE SCHEDULE

- 1 12 Compartment cash bus with dual locks
- 2 PC Stainless steel lockers with combinations
- 1 Base
- 2 #304 Teller Pedestal: lo-boy - Walnut finish
- 2 #4B Bus with box drawer and legal files - dual locks
- 1 Vault Truck
- 1 Atlas Crusader Alarm System
- 1 HA16 Point to Point remote teller system
- 3 Sections SS1 3x5 Safe Deposit Boxes
- 2 Sections SS2 5x5 Safe Deposit Boxes
- 4 Sections SS3 3x10-3/8 Safe Deposit Boxes
- 8 Sections SS5 5x10-3/8 Safe Deposit Boxes
- 10x10-3/8 Safe Deposit Boxes
- 3 Sections SS6 10x10-3/8 Safe Deposit Boxes
- 1 Triple wide base with filler plate
- 1 Double wide base with filler plate
- 14 #122 Pedestal units with pull-out shelves and seat reinforcement
- 2 #322 low pedestal units with pull-out shelves and seat reinforcement
- 1 #104 pedestal unit with seat reinforcement
- 15 #153/155 knee space units
- 17 #10T Cash cans with locking lids
- 13 #141 Sliding door cabinets
- 17 #10x60 swing away seats
- 1 Night depository
- 1 80UC Depository head
- 1 ERTL 15 Receiving chest with keylocking dial
- 1 #636 Hamilton Vent lock for vault
- 1 3½" Hamilton Vault Door with dual combo locks
- 1 Emergency Vault ventilator
- 1 Keylocking day gate
- 1 3 movement time lock
- 1 3 step stepladder
- 1 3x10 key tray
- 6 Ash Urns
- 1 Set of 5 mounted rugs
- 1 Set of 11 photomurals
- 2 Circular check writing stands
- 1 Illuminated sign, design #21182
- 1 Exterior Sprinkler System
- 1 All Landscaping
- 1 Flag Pole
- 1 875 Square yards of carpet
- 2 Stools - Charlotte Chairs #120
- 24 Chairs - Charlotte #748½
- 10 Chairs - Charlotte #748
- 4 Chairs - Charlotte - Secretary #2067-S
- 12 Fixtures - D Side chairs #2000
- 3 Chairs - Davis #S-203½OB
- 2 Bench - Hayes #505-84
- 4 Chairs - Cleator #900-35
- 1 Executive Chair - Modern Mode #15-8SK/DB
- 1 Executive Chair - Modern Mode - Leather - #904
- 4 Chairs - Modern Mode - CLO
- 4 Desks - Antique Oak - Modern Mode #323-6/2
- 1 Desk - Antique Oak - Modern Mode #S3R4-6/1
- 1 Desk - Antique Oak - Modern Mode #302-6/1L
- 1 Credenza - Antique Oak - Modern Mode #32D2-4
- 1 Credenza - Antique Oak - Modern Mode #S33D3-4
- 1 Return - Antique Oak - Modern Mode #32CL
- 1 Conference Table - Antique Oak - Modern Mode #1WT-5
- 1 Conference Table - Antique Oak - Modern Mode #448-C12B
- 2 Lat. Files - Modern Mode - 84 HF-2
- 2 Planters - Pouliot #3-602821
- 9 Planters - Arch. Supplements #57309
- 3 Planters - Arch. Supplements #57279
- 2 Sets - Laminate Tops - Wood Products #925-65F
- 1 Custom Coffee Table - Sequoia Construction
- 12 Wallpaper - single rolls - Arc Com #AC-WF 1046 #2

Qty

Description

12x8 Carpet - Intern. Carpets - JDD-17, Copper
 14 LY Border - Intern. Carpets - Copper
 9-1/3 yds carpet - Intern. Carpets - JDD-17, Copper
 42 yds Design Tex Fabric - Charlotte
 12 yds Design Tex Fabric - Hayes
 26 yds Design Tex Fabric - Cleator
 6 yds Design Tex Fabric - Modern Mode
 30 yds Boris Kroll Fabric - Charlotte
 5 yds Lazarus Fabric - Charlotte
 4 yds S. Harris Fabric - Modern Mode
 14 yds S. Harris Fabric - Charlotte
 15 yds J. Lenor Larsen Fabric - Davis
 1 Area Rug - Maxines - DDD-17, Copper border
 Levelor Blinds - copper - Chemetal #80

COPY

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Manfred C. Lohr
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