

Recording Requested by

And When Recorded Mail to: )

✓ Mark S. Hennigh, Esq. )  
Greene, Radovsky, Maloney & Share )  
Spear Street Tower, Suite 4200 )  
One Market Plaza )  
San Francisco, CA 94105 )

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (the "Amendment") is dated as of January 1, 1991, and is by and between KML CORPORATION, a California corporation ("Landlord") and NEVADA BANKING COMPANY, a Nevada corporation ("Tenant").

Recitals

Tenant has previously entered into that certain Lease dated December 29, 1982, recorded in Book 283, Page 2011, as Instrument No. 076530 in the Official Records of Douglas County, Nevada, as amended by an Addendum to Lease dated August 4, 1983, recorded in Book 883, Page 792, as Instrument No. 085371, and by an Addenda to Lease, dated as of January 1, 1987, recorded in Book 1286, Page 3665, as Instrument No. 147547 (collectively, the "Lease") with Landlord's predecessor-in-interest, pursuant to the terms of which Tenant leases from Landlord those certain premises (the "Premises") consisting of approximately 0.76 acres of land and the building and other improvements situated thereon, located at and commonly referred to as 229 Kingsbury Grade, Stateline, Nevada, as more particularly described on Exhibit "A" attached hereto for a term of years commencing on December 29, 1982 and ending on December 29, 2007.

The parties now desire to amend the Lease as hereinafter provided.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The first paragraph of Section 3.01 of the Lease is hereby amended to read as follows:

Commencing January 1, 1991, Tenant agrees to pay to Landlord for the use of the Premises, in lawful money of the United States, an Annual Base Rental in the sum of One Hundred Ninety-Two Thousand Dollars (\$192,000.00) (subject to adjustment as provided in Article 4), payable without notice or demand in equal monthly installments in advance on the first day of each calendar month in the amount of Sixteen Thousand Dollars (\$16,000.00). The term "Monthly Base Rental", as used in this Lease, shall refer to the monthly installment of rent stated in the preceding sentence.

2. Landlord hereby acknowledges receipt of Annual Base Rental from Tenant for the period January 1, 1991 through April 30, 1991 in the amount of Eighty-Two Thousand Five Hundred and 20/100 Dollars (\$82,500.20), resulting in excess rental of Eighteen Thousand Five Hundred and 20/100 Dollars (\$18,500.20). On or before June 1, 1991, Landlord shall notify Tenant of the costs incurred by Landlord in connection with the operation of

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the Premises for the period January 1, 1991 through April 30, 1991 and the excess rental less such operating costs shall be paid by Landlord to Tenant on or before July 1, 1991.

3. Paragraph 4.02(a) of the Lease is hereby amended to read as follows:

The Annual Base Rental provided for in Section 3.01 shall be subject to adjustment as of January 1, 1992, and each January 1 thereafter (the "Adjustment Dates") as follows:

The base for computing adjustment is the Consumer Price Index for All Urban Consumers ("CPI-U") for the San Francisco/Oakland/San Jose, California area ALL ITEMS (1982 to 1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), which is published for January, 1991 (the "Beginning Index"). If the Index published for the month in which the subject Adjustment Date occurs (the "Extension Index") has increased over the Beginning Index, the Annual Base Rental for the following year (until the next rent adjustment) shall be increased in proportion to fifty percent (50%) of the difference between the Extension Index and the Beginning Index. In no event shall the increase for any year be greater than five percent (5%).

4. Paragraphs (b) and (d) of Section 4.02 are hereby deleted.

5. The first sentence of Paragraph 4.02(c) is hereby amended to provide that if the Index is changed so that the base year of the Index differs from that used for the month of January, 1991, the Index shall be converted in accordance with the conversion factor published by United States Department of Labor, Bureau of Labor Statistics.

6. Section 6.01 is hereby amended to read as follows:

Tenant shall maintain the Premises in good order, condition and repair as described in Section 6.02.

7. Section 6.02 is hereby amended to read as follows:

Tenant shall be responsible for obtaining and providing all utilities services and maintenance necessary for Tenant's use and occupancy of the Premises, including, without limitation, gas, water and electricity; janitorial services and supplies each business day in accordance with customary standards in the locale of the Premises; garbage and refuse disposal services; sealing, striping and patching the parking lot (not less often than every three years); cleaning wall-to-wall carpeting; sign maintenance; repair of plumbing and wiring; interior and exterior painting; snow and ice removal; exterior landscape maintenance, and maintenance and repair of interior and exterior sprinkling systems.

8. A new Section 6.03 is hereby added to the Lease as follows:

Landlord and Tenant each acknowledges that, commencing as of January 1, 1991, the parties

intend that this Lease be a "Net Lease," and Tenant shall pay all operating expenses incurred in connection with operation of the Premises after such date.

9. The following language is hereby added to the end of Section 8.01:

Notwithstanding the foregoing, if a representative of the appropriate manufacturer and at least two (2) local independent contractors all determine that any major component of any building system (including, without limitation, the plumbing, electrical, heating, or air conditioning systems) or the roof cannot be repaired but must be replaced, Landlord shall be responsible for such replacement.

10. Section 29.01 is hereby amended to read as follows:

Landlord shall maintain comprehensive general public liability insurance with a combined single limit of bodily injury, personal injury and property damage liability of not less than Three Million Dollars (\$3,000,000.00). Tenant shall be named as an additional insured under such policy. Tenant shall reimburse Landlord, upon presentation of an invoice, for the cost of such insurance.

11. Section 29.02 is hereby amended to read as follows:

Landlord shall maintain on the Premises (excluding land) a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least full replacement value. Tenant shall reimburse Landlord, upon presentation of an invoice, for the cost of such insurance. The proceeds from any such policy shall be used by Landlord for the replacement or the restoration of the Premises.

12. Except as otherwise expressly modified by the terms of this Amendment, the Lease shall remain unchanged and in full force and effect. Tenant acknowledges that Landlord is not in default in the performance of any of its obligations under the Lease and Tenant has no claims or setoffs of any kind.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD: KML CORPORATION, a  
California corporation

TENANT: NEVADA BANKING COMPANY,  
a Nevada corporation

By: Manfred C. Lohr

Manfred C. Lohr  
President

By: John A. Schopf, Jr.

John A. Schopf, Jr.  
President

By: Kaethe D. Lohr

Kaethe D. Lohr  
Secretary

By: Wayne Snyder

Wayne Snyder, Vice President

State of Nevada )  
 ) ss.  
County of Douglas )

On May 10, 1991, before me, a Notary Public in and for said State, personally appeared Manfred C. Lohr and Kaethe D. Lohr known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature Diane Mowers  
DIANE MOWERS  
Name (Typed or Printed)

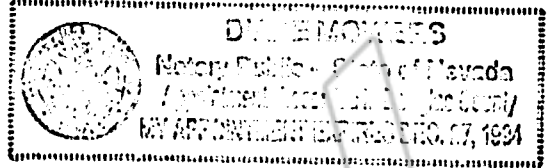


State of Nevada )  
 ) ss.  
County of Douglas )

On May 9, 1991, before me, a Notary Public in and for said State, personally appeared John A. Schopf and Wayne Snyder known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature Diane Mowers  
Diane Mowers  
Name (Typed or Printed)



COPY

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, being a portion of the North half of the Northwest Quarter of Section 26, Township 13 North, Range 18 East, M.D.B.&M., described as follows:

Parcel 2, as shown on that certain Parcel Map for JOHN E. MICHELSEN and WALTER COX, recorded February 10, 1978, in Book 278 of Official Records, at page 591, Douglas County, Nevada, as Document No. 17578.

Assessment Parcel No. 07-130-16-4

COPY

REQUESTED BY  
Mark Hennigh  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

EXHIBIT "A"

'91 MAY 28 AM 11:17

SUZANNE BEAUDREAU  
RECORDER  
\$10<sup>00</sup> PAID K2 DEPUTY  
BOOK 591 PAGE 3847  
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