

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 AGREEMENT OF LEASE

THIS AMENDMENT TO AGREEMENT OF LEASE (the "Amendment") is dated as of May 1, 1991, and is by and between MANFRED C. LOHR and KAETHE D. LOHR as Trustees of THE LOHR TRUST ("Lessor"), and NEVADA BANKING COMPANY, a Nevada corporation ("Lessee").

Recitals

Lessee has previously entered into that certain Agreement of Lease dated as of December 29, 1982, as extended by an Agreement to Extend Term of Agreement of Lease dated October 7, 1986, (collectively, the "Lease"), with Lessor, pursuant to the terms of which Lessee leased from Lessor certain office furniture and equipment listed on Schedule "1" thereto (the "Equipment") for a term of years commencing on December 29, 1982 and ending on December 29, 1992. The Lease was recorded in Book 283, Page 2027, as Instrument No. 076531 in the Official Records of Douglas County, Nevada. The Agreement to Extend Term of Agreement of Lease was not recorded. The Equipment is used on that certain parcel of real property more particularly described on Exhibit "A" attached hereto.

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

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. The term of the Lease is hereby extended to December 29, 2007.
2. Commencing as of the date hereof, the Equipment shall include only those items of Equipment listed on Schedule "1" attached hereto.
3. Concurrently herewith, Lessor is selling to Lessee those items of the Equipment listed on Schedule "2" hereto for a purchase price of Thirty-Five Thousand Dollars (\$35,000.00). Lessor is, concurrently herewith, delivering to Lessee a bill of sale therefor.
4. Article 2 of the Lease is hereby amended to provide that the rent for the use of the Equipment shall be Seven Hundred Fifty Dollars (\$750.00) per month.
5. The following language is hereby added to the end of Article 2 of the Lease:

The rent provided for in this Section 2 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 rent 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%).

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. Article 4 of the Lease is hereby amended to provide that Lessee shall keep the Equipment in good condition and, at its own cost and expense, make all necessary repairs to the Equipment, and provide janitorial services each business day for the cleaning of the Equipment. Lessor shall have no obligation to replace any of the Equipment.

7. The first sentence of Article 5 is hereby amended to provide that, upon Lessor's presentation of an invoice to Lessee, Lessee shall reimburse Lessor for the cost of the insurance which Lessor maintains with respect to the Equipment. The insurance coverage maintained by Lessor shall be the same as that described in Section 29.02 of the Amendment to Lease of even date herewith.

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

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

LESSOR: THE LOHR TRUST

By:

Manfred C. Lohr
Manfred C. Lohr
Trustee

By:

Kaethe D. Lohr
Kaethe D. Lohr
Trustee

LESSEE: NEVADA BANKING COMPANY

By:

John A. Schopf, Jr.
John A. Schopf, Jr.
President

By:

Wayne Snyder
Wayne Snyder
Vice President

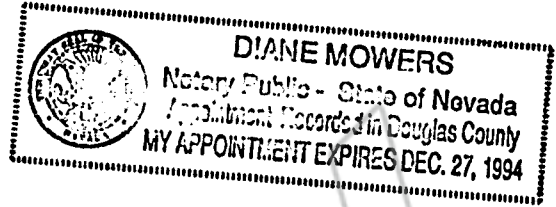
Its:

State of Nevada)
County of Douglas) ss.

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)



COOPER

State of Nevada)
County of Douglas) ss.

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

EXHIBIT "A"

251458

BOOK 591 PAGE 3852

LOHR TRUST
AND
NEVADA BANKING COMPANY
Schedule of Leased Equipment

2 PC Stainless steel lockers with combinations
1 Base
2 #304 Teller Pedestal: lo-boy - Walnut finish
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 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 3 1/2" Hamilton Vault Door with dual combo locks
1 Emergency Vault ventilator
1 Keylocking day gate
1 3 movement time lock
1 Illuminated sign, design #21182
1 Exterior Sprinkler System
All landscaping
1 Flag pole

SCHEDULE "1"

251458

BOOK 591 PAGE3853

LOHR TRUST
AND
NEVADA BANKING COMPANY
Schedule of Purchased Equipment

1 3 stepladder
1 3x10 key tray
6 Ash Urns
1 Set of 5 mounted rugs
1 Set of 11 photomurals
2 Circular check writing stands
875 Square yards of carpet
2 Stools- Charlotte Chairs #120
24 Chairs - Charlotte #748 1/2
10 Chairs - Charlotte #748
4 Chairs - Charlotte - Secretary #2067-S
12 Fixtures - D Side chairs #2000
3 Chairs - Davis #S-2031/20B
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
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
1 Levelor Blinds - copper - Chemetal #80
2 12 Compartment cash bus with dual locks
2 #4B Bus with box drawer and legal files - dual locks
1 Vault Truck
All Interior Plans

SCHEDULE "2"

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

'91 MAY 28 AM 1:19

SUZANNE D. ANDREAU
RECORDED
\$11⁰⁰ PAID *Ke* DEPUTY

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BOOK 591 PAGE 3854