

This Agreement entered into this 8th day of March, 1994 by and between **James L. Scott**, (hereinafter referred to as "Lessor"), **Sierra Tahoe Insurance Agencies, a Nevada Corporation dba Carson Valley Insurance**, (hereinafter referred to as "Lessee") and **Bank of America Nevada** (hereinafter referred to as "Assignee");

WHEREAS, Lessor and Lessee have entered into an agreement of Lease dated **March 1, 1993** executed on or about **February 11, 1994**, (a true and correct copy of which is attached hereto as Exhibit "A") (hereinafter referred to as "Lease") covering certain premises commonly known as **1407 Main Street, Gardnerville, Nevada 89410**, legally described on Exhibit "B" attached hereto and made a part hereof by this reference, (hereinafter referred to as "Premises") in which Lessee has been and/or will be conducting a Insurance business; and

WHEREAS, Lessee is willing to assign said Lease to Assignee, and Lessor is willing to consent thereto on the terms and conditions as set forth below;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. For value received, and as security for the payment and performance of all obligations under the Guaranty dated March 8, 1994, executed by Lessee, for the sum of One Hundred Ninety One Thousand Six Hundred and No/100ths dollars (\$191,600.00), and in consideration of any loan, advance or other financial accommodation, whenever made, issued or extended by Assignee to Lessor, including, but not limited to, a loan in the amount of One Hundred Ninety One Thousand Six Hundred and no/100ths Dollars (U.S. \$191,600.00) evidenced by a Promissory Note or Note ("Note") dated March 8, 1994, Lessee grants Assignee a security interest in, and does hereby irrevocably assign, transfer and set over to Assignee all of Lessee's interest in the leasehold granted and created by the Lease.
2. As long as Lessee is not in default in the performance of its obligations under the Lease hereinabove mentioned, and is not in default in any of the terms, covenants or agreements contained herein, or in any other document securing said Guaranty or otherwise executed in connection therewith (hereinafter collectively referred to as the "Loan Documents") the Lessee may remain in possession of said demised premises under the terms, covenants and conditions of said Lease.
3. Lessee covenants and agrees with Assignee that Lessee, its heirs, legal representatives, successors and assigns will perform all of the covenants, conditions, and agreements of the Lease therein contained and will keep the Assignee, its successors and assigns indemnified against all losses, liabilities, actions, suits, expenses and claims on account of non-payment of said rent or the breach of said covenants or any of them.
4. Default by Lessee or its heirs, legal representatives, successors or assigns in any obligation set forth in the Lease shall constitute a default under this Agreement. Upon Lessor giving notice of default as required by the Lease, Lessee, or its legal representatives, successors or assigns shall deliver notice of that default to Assignee within forty-eight (48) hours of receipt of same and shall, at the request of Assignee, vacate the demised premises and surrender the same to Assignee or its transferee.
5. In the event of a default in the performance of any of the terms, covenants or conditions contained herein, or in any other Loan Document, Assignee may, at its option and in any manner as may be provided either at law or in equity, take possession of the demised premises and have and hold the same for and during all the rest and remainder of the Lease according to the terms of said Lease.
6. Lessor hereby represents to Assignee that the Lease attached hereto as Exhibit "A" is a true and correct copy of the Lease executed between Lessor, and Lessee and contains the entire agreement between the parties thereto and has not in any respect been modified, altered or amended, and Lessor further acknowledges that said Lease is in full force and effect and that no default by Lessor or, to Lessor's knowledge, by other party under the terms and provisions of said Lease exists as of the date hereof.
7. Apart from any contrary language that might exist in the Lease, Lessor hereby consents to the creation and grant of the security interest and assignment of Lessee's interest in the Lease to Assignee and further consents to the Assignee's possession, enjoyment and assumption of the Lease in the place and stead of Lessee in the event a default occurs under the terms and conditions of any Loan Document. Lessor further acknowledges that, as long as Assignee has a security interest in the Lease, any modification, alteration or amendment of any of the terms thereof without the prior written approval of Assignee, such approval not to be unreasonably withheld, shall be null and void. Notwithstanding the prior sentence, Lessor shall not be prevented from deeming the Lease to be terminated pursuant to its terms so long as appropriate notice and opportunity to cure any default has been given. Lessor agrees to provide Assignee with simultaneous notice of any default as a result of which Lessor intends to terminate the Lease or commence

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any judicial proceeding to recover possession of the leased premises, whether by an action for unlawful detainer, summary eviction or otherwise. Lessor further agrees that upon Assignee's receipt of a notice of default from Lessor, Assignee shall have the option to (1) assume the Lessee's obligations under the Lease, cure the aforesaid default and take possession of the premises as a Lessee or assign the Lease to any third party, subject to the approval of Lessor of such third party as set forth in the Lease, which approval shall not be unreasonably withheld; or (2) take no action whatsoever in the event Assignee elects not to enforce its security interest in the Lease. Until Assignee has elected to enter into possession of the lease premises it shall have no obligation or responsibility to pay rent or to perform or observe any of the terms, covenants or conditions of said Lease. Assignee shall have no further rights in the assigned Lease or against Lessor under this Agreement in the event it should fail, within ninety (90) days of its receipt of written notice that Lessee is in default, to inform Lessor in writing of its intention to cure said default and to initiate such action as may be necessary to take possession of the leased premises; provided, however, that in the event Assignee is restrained, enjoined or stayed from taking possession of the premises, Lessor shall not terminate the Lease as long as Assignee is making a good faith effort to vacate such restraining order, injunction or stay. All damages of Lessor accruing during any such period of prohibition, injunction, or stay, not to exceed ninety (90) days from the entry of any such order of prohibition, injunction, or stay shall be deemed the sole liability of Lessee; and shall not be attributable to Assignee in the calculation of Assignee's cure upon default. Lessor further agrees that if Assignee has elected to take possession of the leased premises and should thereafter assign, convey or otherwise transfer its leasehold interest to a third party, the Lessor shall release Assignee from any and all further liability under the Lease and have recourse only against the transferee. Any sums expended by Assignee in connection with the Lease as well as all costs, expenses and attorneys' fees incurred by Assignee relating thereto shall become a part of the Lessee's indebtedness secured hereby and shall become immediately due and payable from Lessee without demand and shall bear interest at the same rate as the secured indebtedness.

8. Lessor further agrees that in the event Lessor is informed by Assignee in writing of its intention to assume the Lease and there is a termination of the Lease as the result of any bankruptcy or related insolvency proceeding commenced by or against the Lessee; Lessor, within thirty (30) days of such termination, will enter into a new lease with Assignee on substantially the same terms and conditions as set forth in the Lease and, if Assignee should thereafter assign, convey or otherwise transfer its leasehold interest to a third party, the Lessor shall release Assignee from any and all further liability under the Lease and shall have recourse only against the transferee.

9. The rights, powers and remedies given to Assignee by this Agreement shall be in addition to all rights, powers and remedies given to Assignee by virtue of any statute or rule of law. Any forbearance or failure or delay by Assignee in exercising any right, power or remedy hereunder against the Lessee, shall not be deemed to be a waiver of such power or remedy against the Lessee, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and such right, power or remedy shall continue in full force and effect until such right, power and remedy is specifically waived by an instrument in writing executed by Assignee. No waiver by Assignee of any default shall operate as a waiver of any other default or of the same default on a future occasion.

10. Upon the occurrence of any event of default under any of the Loan Documents, or if Assignee shall at any time deem the indebtedness or collateral insecure, Assignee at any time thereafter may, at its sole option and without notice to Lessee, declare any and all obligations secured hereby immediately due and payable, and where applicable, and without limiting any other right, option and remedy available at law or in equity, Assignee may sue to recover the balance due under said Note and Guaranty without first foreclosing or otherwise proceeding hereunder against the Lease or any other collateral or may foreclose or otherwise proceed hereunder against the Lease or any other collateral, and Assignee shall further have all of the remedies of a secured creditor under the Uniform Commercial Code.

11. All rights of Assignee hereunder shall inure to the benefit of its legal representatives, successors and assigns and all obligations of Lessee shall bind its heirs, legal representatives, successors and assigns. No agreement, representation or warranty shall be binding on the Assignee unless expressly contained herein.

12. Any action to enforce payment hereunder or any indulgence or rearrangement granted Lessee shall not be a waiver or affect any rights or Assignee against the Lessee. Time is of the essence of this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under said laws; provided, however, if any provision of this Agreement shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by duly authorized officers as of the date first above written.

LESSOR: James L. Scott

[Signature]
James L. Scott

LESSEE: Sierra Tahoe Insurance Agencies,
a Nevada Corporation dba Carson
Valley Insurance

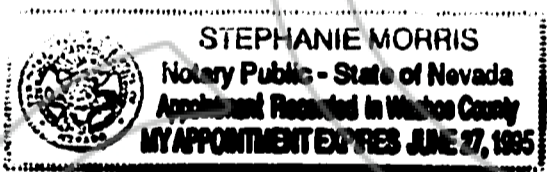
ASSIGNEE: Bank of America Nevada

By: [Signature]
James L. Scott, President

By: [Signature]
Gino Del Carlo, Vice President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of March, 1994 personally appeared before me, a notary public (or judge or other authorized person, as the case may be), James L. Scott, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of March, 1994 personally appeared before me, a notary public (or judge or other authorized person, as the case may be), James L. Scott, personally known (or proved) to me to be the President of Sierra Tahoe Insurance Agencies, a Nevada Corporation dba Carson Valley Insurance that executed the above instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the above instrument pursuant to its By-Laws or a Resolution of its Board of Directors.



[Signature]
Notary Public

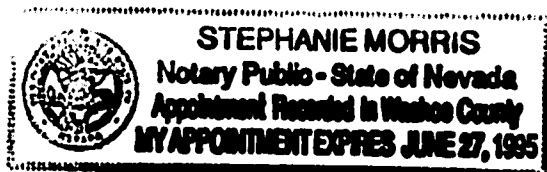
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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of March, 1994 personally appeared before me, a notary public (or judge or other authorized person, as the case may be), Gino Del Carlo, personally known (or proved) to me to be a Vice President of Bank of America Nevada, that executed the above instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the above instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

Stephanie Morris
Notary Public



WHEN RECORDED MAIL TO:
BANK OF AMERICA NEVADA
SBA LENDING GROUP UNIT #2019
P. O. BOX 98624
LAS VEGAS, NEVADA 89193-8624
ATTN: N. Bullen

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LEASE AGREEMENT

This Lease is made and entered into this 1st day of March, 1993, by and between JAMES L. SCOTT hereinafter referred to as "Landlord" and Sierra Tahoe Insurance Agencies, A Nevada Corporation, DBA; Carson Valley Insurance, hereinafter referred to as "Tenant".

1. PREMISES

a) Premises Defined. Landlord hereby leases to Tenant and Tenant leases from Landlord the office space in the JAMES L. SCOTT PROFESSIONAL CENTER Gardnerville, Douglas County, Nevada, consisting of approximately 2232 square feet, together with appurtenant common area and the exclusive use of (10) parking spaces.

b) Construction of Primeses. Landlord shall construct and complete the building and premises in accordance with approved plans and specifications on file with the Public Works Department of Douglas County, Nevada. In the absense of causes not within the control of Landlord, or due to "Acts of God", the premises shall be constructed and prepared for Tenant occupancy no later than 01/31/94.

c) Taking of Premises. Landlord shall provide Tenant at least FORTY FIVE (45) days notice of the expected date for completion of construction. Within TEN (10) days after Landlord has notified Tenant, Tenant shall inspect the premises and notify Landlord of any modification or change in any interior wall

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placement or configuration desired. The premises shall be deemed accepted if such list is not delivered within said TEN (10) DAYS. Tenant agrees that occupancy shall constitute its representation that it has inspected the premises and is satisfied as to its condition.

d) Alterations to the premises. The tenant shall make no renovations or alterations in or to the premises without first submitting to Landlord for its approval all plans and specifications for renovations and alterations and shall obtain Landlord's written approval thereof before Tenant shall have the right to make any such renovation and alterations. Tenant further agrees to obtain the approval of Douglas County for any alterations required by the local building codes and to provide the Landlord with any required permits and approvals.

e) Liens. Tenant shall keep the premises and the property in which the premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of any improvement, additions, or alterations in the premises which the tenant desires to make or has made, to insure Landlord against any liability for mechanic's and materialman's liens and to insure completion of the work.

2. TERMS. The Term of the Lease shall be for TWENTY (20) years. The term shall commence on the date Tenant takes possession

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of the premises. The parties may execute a separate agreement entitled OPTION TO RENEW.

3. RENT.

a) Monthly Rent. Tenant shall pay to Landlord as monthly rent, without deduction, set-off, prior notice, or demand, the sum of \$2700.00 per month, in advance, on the first day of each month, and continuing on the first day of each month during the term hereof. Monthly rent for the first month or portion thereof shall be paid on the day that Tenants obligation to pay monthly rent commences. Monthly rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent per day. In the event that Tenant is delinquent with rental payment, Tenant shall pay to Landlord or Landlord's attorneys any legal fees or costs including rent incurred by action against Tenants to induce payment of rent or charges. In addition, rent payments not received on or before the 1st day of the month shall be subject to a late fee as set forth in Paragraph 9 c below. All rent shall be paid to Landlord at the address to which notices to Landlord are given. The first rental payment is due on occupancy.

b) Minimum Rent - Increase. In connection with the payment of the rental herein provided to be paid, the parties agree that they shall ascertain the Consumer's Price Index of the Bureau of Labor Statistics of the United States Department of Labor for the City of San Francisco, California, "All Items" shall not include ad valorem taxes) for the month of occupancy. Upon expiration of the first year of the monthly payment under this Lease, they shall further determine said price index for the month

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of occupancy. Said minimum guaranteed rental shall thereupon be payable for the ensuing year period. Said adjustment shall be so made upon the expiration of each year

period of the term hereof in proportion the percentage increase, if any, determined in a like manner at the end of each one year period as compared with said price index for the month of occupancy and said rental so adjusted shall be paid during each ensuing one year period of the term hereof. However, in no event, shall said rent be less than the monthly rental during the first month hereof.

4. UTILITIES. Tenant will be billed separately and shall pay when due all utilities including electric, gas and telephone. Other utilities or services as water and sewer shall be provided and paid for pursuant to the terms of a separate Common Area Management Agreement.

5. TAXES AND ASSESSMENTS.

a) Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the premises and that become payable during the term. On demand by landlord, tenant shall furnish Landlord with satisfactory evidence of these payments.

b) Real Estate Taxes. Upon receipt of any real property taxes or assessments the State, County, municipal or other taxing district or authority, the Landlord shall determine the pro-rata share of the bill attributed to the Tenant's occupied space and within TWENTY (20) days thereafter bill the Tenant for such amount. The proportionate amount shall be determined by dividing

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the total tax or assessment by the number of square feet occupied by the Tenant. The Tenant shall within FIFTEEN (15) days after receipt of such bill pay such sum to the Landlord. The Tenant shall have the right to contest the validity or amount of any tax or assessment that Tenant deems necessary. The Tenant shall be responsible for all costs of any such proceeding.

6. USE AND LIMITATIONS ON USE.

a) Use. Tenant shall use the premises for the following purposes, and for no other use without Landlord's consent:

CARSON VALLEY INSURANCE AGENCY

b) Limitations on Use. Tenant's use of the premises as provided in this Lease shall be in accordance with the following:

1. The Tenant shall, at his own expense, obtain insurance from a company licensed in the State of Nevada, adequate coverage for the personal property located within the demised premises in such an amount not less than the total aggregate value of all of the Tenant's personal property on the premises. The Tenant, at his own expense, furnish Landlord contingent liability insurance in the sum of \$1,000,000 in case of injury or damage to one person or the sum of \$1,000,000 in

case of injury or damage to more than one person occurring on the leased premises. In the event of the failure of the Tenant to

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obtain such policies, the landlord may do so and any premiums paid by Landlord shall be deemed additional rent due and payable from the Tenant.

2. Cancellation of Insurance; Increase in Insurance rates. Tenant shall not do, bring, or keep anything in or about the premises that cause a cancellation of any insurance covering the building in which premises are located. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord, within TEN (10) days before the date Landlords is obligated to pay a premium on insurance, or within TEN (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused primarily by an activity of Tenant on the premises as permitted to this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

3. Compliance with Laws. Tenant shall comply with all laws concerning the premises or Tenant's use of the premises, including, without limitation, the obligation at Tenant's cost to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use or occupancy of the premises during the term to the extent Tenant is obligated to do so pursuant to Paragraph 7 herein.

4. Waste, Nuisance. Tenant shall not use the premises in any manner that will constitute waste, nuisance or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen

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outside the premises) to other tenants in the building in which premises are located.

5. Display. Tenant shall not sell nor display merchandise outside the confines of the premises or in the common areas without the written consent of the Landlord.

8. MAINTENANCE.

a) Landlord's Maintenance. Landlord shall maintain, at its cost and in good condition the following:

1. The structural parts of the building and other improvements in which the premises are located, which structural parts include only foundations, bearing and permanent walls, the electrical, plumbing, and sewage systems.

b) Tenant's Maintenance. Tenant at its costs shall maintain, in good condition, all portions of the leased premises, including, without limitation, all tenant's property. Tenant shall be liable for any damage to the premises resulting from acts or omissions of Tenant or its authorized representatives, including the costs of any repair or maintenance to the electrical, plumbing, and sewage systems if caused by tenant. Tenant shall be responsible for snow removal.

8. DEFAULT.

a) Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant:

1. Failure to pay rent when due.

2. Abandonment and vacation of the premises (failure to occupy and operate the premises for TEN (10) consecutive days shall be deemed an abandonment and vacation).

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3. Failure to perform any other provision of this Lease if the failure to perform is not cured within FIVE (5) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the FIVE (5) day period and diligently and in good faith continues to cure the default. Notices given under this paragraph shall specify the alleged default and the applicable Lease provision, and shall demand that tenant perform the provisions of the Lease within the applicable period of time, or quit the premises. No such notices shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

b) Tenant's Lease Not Terminated. Tenant shall be liable immediately to Landlord for all costs, including, but not limited to, the cost of recovering possession of the premises required by the reletting, broker's commission, expenses of remodeling the premises required by reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate the Lease.

2. Termination of Tenant's Lease. Landlord can terminate Tenant's right to possession of the premises at any time provided tenant is in default. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest

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under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

a) The worth, at the time of the award of the unpaid rent that has been earned at the time of termination of this lease;

b) The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

c) The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's failure.

c) Interest on Unpaid Rent. Rent not paid when due shall bear interest at the rate of 18% per annum from the date due until paid or 10% penalty whichever is greater, Landlord may recover from Tenant and Tenant shall pay Landlord upon demand, such expenses as Landlord may incur in recovering possession of the premises, placing the same in good order and condition and altering or repairing the same for reletting, all other expenses, commissions and charges incurred by Landlord in exercising any remedy provided herein or as a result of any default by Tenant

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hereunder, and any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant's obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Landlord may exercise any other remedy or right now or hereafter available to a Landlord against a defaulting Tenant under the laws of the governing jurisdiction and not otherwise specifically reserved herein.

d) Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any default by Tenant hereunder. The waiver of any right by Landlord of any breach or default shall not be a waiver of any subsequent breach or default.

9. LANDLORD'S ENTRY ON PREMISES. Landlord and its authorized representatives shall have the right to enter the premises at all reasonable times, for any purpose, including, without limitation, the following:

a) To determine whether the premises are in good condition and whether Tenant is complying with its obligations under this Lease;

b) To do any necessary maintenance and to make any restoration to the premises or the building and other improvements in which the premises are located that Landlord has the right or obligation to perform;

c) To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;

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d) To post "for lease" signs during the last two months of the term, or during any period while Tenant is in default;

e) To show the premises to prospective brokers, agents, buyer's, tenants or persons interested in an exchange, at any time during the term.

10. SUBORDINATION.

A) LEASE TO BE PRIOR TO BUT SUBJECT TO SUBORDINATION. This lease is and shall be subordinate to any mortgages or deeds of trust now of record or recorded after the date of this Lease affecting the building, other improvements, and land of which the premises are a part, and to any and all advances made or to be made under such instruments, to the interest and all obligations secured by them, and to all renewals, replacements, and extensions of them; provided, however, the mortgagee or beneficiary of such mortgages or deeds of trust shall recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default under the terms of this Lease.

Tenant agrees to execute and deliver any instrument without cost which may be deemed necessary to further effect the subordination of this Lease to any such mortgage or deed of trust, If any mortgagee or beneficiary desires to have this Lease superior to its mortgage or deed of trust and gives notice of its election to Tenant, then this Lease shall be superior to the lien of any such mortgage or deed of trust, whether this Lease is dated or recorded before or after the mortgage or deed of trust. Tenant further agrees to execute any subordination or estoppel agreements

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without unreasonable delay, which may be presented from time to time.

11. SALE OR TRANSFER OF PREMISES BY LANDLORDS. If Landlord sells or transfers all or any portion of the building, other improvements, and land of which the premises are a part, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter occurring under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in referene to the security deposit or prepaid rent.

12. SURRENDER OF PREMISES; HOLDING OVER. On expiration or termination of the term, Tenant shall surrender to Lanldord the premises and all Tenant's improvements and alterations in good condition. Tenant shall remove all its personal property immediately upon termination of this Lease. Tenant shall perform all restoration made necessary by removal of any alterations of Tenants personal property. Landlord can elect to retain or dispose of in any manner, alterations or Tenant's personal property that Tenant does not remove from the premises on expiration of the term as allowed or required by the Lease by giving at least FIVE (5) days notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to reatin or dispose of on expiration of the five day period shall vest in Landlord. Tenant ~~waives all claims against Landlord for any damage resulting from~~ Landlord's retention or disposition of any such alteration or

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Tenant's personal property. Tenant shall be liable to Landlord for Landlord's cost for storing, removing or disposing of any alterations or Tenant's personal property. If Tenant fails to surrender the premises to Landlord on expiration or termination of the term, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender premises.

a) Holding Over. If Tenant, with landlord's consent, remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be on a month-to-month tenancy terminable on THIRTY (30) days notice or upon any shorter period of time permitted by law given at any time by either party. During any such month-to-month tenancy, all provisions of this Lease except those pertaining to term and option to extend shall apply.

13. EXPIRATION OF LEASE. Pursuant to the rental provisions contained herein and in the absence of any default by the Tenant, the term of this lease is for a period of 246 months and shall expire on the last day of the month of November, 2013.

14. MISCELLANEOUS PROVISIONS.

a) Time is of the Essence. Time is of the essence of each provision of this Lease.

b) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this

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Lease, the prevailing party shall be entitled to recover the fees of its attorneys in such action or proceeding, including costs of appeal, if any.

c) Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises and accomplish a termination of the Lease. Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any default concerning the same or any other provision of the Lease.

d) Notice. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail to the other party at the addresses as follows:

LANDLORD;

JAMES L. SCOTT
P.O. Box 3175
Gardnerville, 86XNV8941

TENANT;

SIERRA TAHOE INSURANCE AGENCIES,
A NEVADA CORPORATION
DBA: Carson Valley Insurance
P.O. Box 217
Gardnerville, NV 89410

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e) Successors. This lease shall be binding on and inuer to the benefit of the parties and their successors.

f) Applicable Law. This lease shall be construed and interpreted in accordance with the laws of the State of Nevada.

g) Integrated Agreement; Modification. This lease contains all agreements of the parties regarding this Lease and cannot be amended or modified except by a written agreement. (See option to Renew and Common Area Management Agreement).

h) Provisions. All provisions, whether covenants or conditions on the part of the Tenant shall be deemed to be both covenants and conditions.

i) Captions. The captions of this Lease shall have no effect on its interpretation.

j) Singular and Plural. When required by the context of this Lease, the singular shall include the plural.

k) Joint and Several Obligations. "Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on the party shall be joint and several.

l) Review of Lease. Tenant hereby acknowledges that it has read the entire Lease agreement and understands the provisions contained therein.

332294

BK0394PG2623

IN WITNESS WHEREOF, the parties have executed this Lease and acknowledgements, or, as the case may be, have caused their officers thereunder duly authorized to execute this Lease on this 11th day of Feb, 1994.

LANDLORD:

x James L. Scott

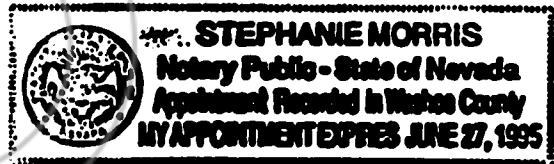
TENANT:

x James L. Scott

STATE OF NEVADA)) SS
COUNTY OF WASHOE)

On February 11, 1994, personally appeared before me, a notary public (or judge or other authorized person, as the case may be), James L. Scott, personally known (or provided) to me to be the person(s) whose name is subscribed to the above instrument who acknowledges that he executed the instrument.

Stephanie Morris
Notary Public



332294

BK 0394 PG 2624

James L. Scott
Assignment of Lease with Right of Reassignment dated March 8, 1994

EXHIBIT "B"

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

A Parcel of Land situate in the Town of Gardnerville, County of Douglas, State of Nevada, being a portion of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Beginning at the most Westerly corner of the lands described in the Deed to MILTON EDWARD BACON, Recorded June 27, 1961, in Book 7 of Official Records at Page 286, Douglas County, Nevada;
thence along the Northeast boundary line of U.S. Highway 395 North 44° 43' West, 48 feet to the most Southerly corner of the lands described in the Deed to CARL W. KIDMAN, a single man, Recorded December 10, 1971, in Book 94 of Official Records at Page 316, Douglas County, Nevada;
thence along the Southeast boundary line of said last mentioned lands North 45° 06' East 191.90 feet to a point on the Southwesterly boundary line of Mission Street;
thence along said last mentioned boundary line South 40° 29' East, 48 feet to the most Northerly corner of said lands of Bacon;
thence along the Northwesterly boundary of said lands of Bacon Southwesterly 191 feet to the point of beginning.

Being the same lands conveyed in the Deed from ASA NEAMAN, a single man to ELLE SUE SOUSA, a widow, Recorded Septemer 25, 1975, in Book 975 of Official Records, at Page 1034, Douglas County, Nevada.

Reference is also hereby made to that Record of Survey for JAMES L. SCOTT filed for record in Douglas County Recorders Office, Douglas County, Nevada, on December 21, 1993, in Book 1293, of Official Records, at Page 4494, as Document No. 325575.

Real property is commonly known as 1407 Main Street, Gardnerville, Nevada 89410

APN# 25-332-10

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 MAR 15 AM 1:51

332294

BK 0394 PG 2625

SUZANNE BEAUDREAU
RECORDED

27 PAID *ko* DEPUTY