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DYER, LAWRENCE + COONEY
2805 N. MOUNTAIN ST.
CARSON CITY, NV 89703

PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is entered into this 15th day of June, 1999, by and between WAYNE P. THERIAULT ("Seller"), and BRENDA KAY THERIAULT ("Buyer"), with reference to the following facts, and is as follows:

RECITALS:

A. In connection with the dissolution of the marriage of Seller and Buyer and the Property Settlement Agreement entered into between Seller and Buyer relative to such dissolution Seller has conveyed to Buyer all of Seller's right, title and interest in and to that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 543, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as file No. 72456. APN 29-272-14

B. The Property is encumbered by a certain deed of trust recorded on October 29, 1993, in Book 1093, Page 6247, as Document No. 321504, Official Records, Douglas County, Nevada (the "Deed of Trust"). The Deed of Trust secures an obligation presently held of record by WAYNE P. THERIAULT and BRENDA KAY THERIAULT in the original principal amount of \$76,200 (the "Note").

C. As a material consideration for Seller's entering into the Property Settlement Agreement and the conveyance of Seller's interest in the Property to Buyer, Buyer is assuming Seller's obligations pursuant to the Note and the Deed of Trust (the "assumption"); however, Seller is not being released from his obligations under the Note and Deed of Trust pursuant to the assumption.

NOW, THEREFORE, in consideration of Seller's sale of the Property to Buyer, the Buyer's assumption of the Note and Deed of Trust, the parties agree as follows:

1. Buyer covenants and agrees for the benefit of Seller that the Buyer will faithfully and timely perform each and all of her obligations to be performed pursuant to the assumption.

2. In the event that Buyer defaults in the performance of her obligations pursuant to the assumption, Seller may perform such obligations in the place and stead of Buyer, and any and all costs and expenses, including attorneys' fees, advanced by Seller to cure any such default or defaults of Buyer shall immediately become a monetary obligation of Buyer to Seller together with interest thereon at the rate of eighteen percent (18%) per annum from the date of each such advance.

3. This Agreement is secured by a deed of trust of even date herewith to WAYNE P. THERIAULT, as Trustee thereunder.

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4. Any default of Buyer under the Note or Deed of Trust shall be a default of Buyer's obligations pursuant to this Agreement. Upon such default, Seller shall be entitled to foreclose the deed of trust securing this Agreement and shall be entitled at any such foreclosure to credit bid the amount of all advances, together with all accrued interest thereon, made by Seller pursuant to the terms of this Agreement. In the event the Property is purchased by a cash bidder at such foreclosure, any surplus proceeds remaining after the payment of the costs of such foreclosure and all amounts owed to Seller pursuant to this Agreement and the deed of trust securing this Agreement shall be applied to the remaining indebtedness under the Note and the Deed of Trust.

5. In the event any action or proceeding is commenced by either party to this Agreement to enforce this Agreement or to resolve a dispute arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs incurred, including its reasonable attorney's fees.

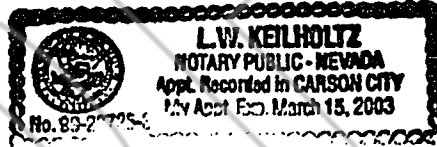
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

Date: 6-15-99

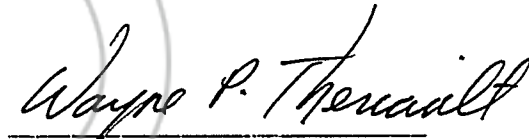

BRENDA KAY THERIAULT - "Buyer"

Subscribed and sworn to before me
this 10th day of June, 1999,


NOTARY PUBLIC



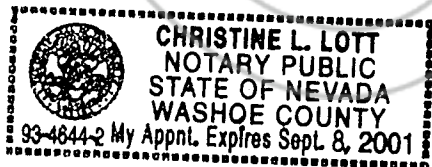
Date: 6-09-99


WAYNE P. THERIAULT - "Seller"

Subscribed and sworn to before me
this 9th day of June, 1999.


NOTARY PUBLIC

REQUESTED BY
Dyer Lawrence et al
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA



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LINDA SLATER
RECORDER
\$ 8.00 PAID to DEPUTY

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