

APR 1220 - 16-461-004

WHEN RECORDED MAIL TO:
TIM AND KELLI HARRIS
726 ADDLER ROAD
GARDNERVILLE, NV 89410

**BUSINESS TAX AGREEMENT
FOR
RANCHO RV & BOAT STORAGE**

THIS AGREEMENT is made and entered into on July 3, 2002, by and between EDMUND J. HARPER and SALLY HARPER, Trustees of THE HARPER FAMILY 1994 TRUST dated April 15, 1994, hereinafter collectively referred to as "Seller"), and TIM HARRIS and KELLI HARRIS, husband and wife, joint tenants with right of survivorship, (hereinafter collectively referred to as "Buyer").

RECITALS:

WHEREAS, Seller and Buyer have entered into a State of Nevada Standard Commercial/investment Purchase Agreement, and Addendum A and Addendum "As Is", Counter Offer, and Counter to Counter Offer, each dated May 11, 2002, and for the purchase of the assets of the business known as RANCHO RV & BOAT STORAGE, whose principal office is located at 816 Short Court, Gardnerville, Nevada (hereinafter referred to as the "Business");

WHEREAS, the Business is subject, pursuant to Chapter 364A of the Nevada Revised Statutes (NRS), to the requirements of a business tax administered by the Department of Taxation of the State of Nevada ("Department"); and

WHEREAS, pursuant to NRS 360.525, the purchaser of the assets of the Business (to the extent of the purchase price) is liable for any accrued and unpaid business tax of the Seller unless the Department certifies that all taxes have been paid; and

WHEREAS, the Department may not immediately certify that the sale was without liability to the Buyer, and may require that final forms and/or an audit be conducted prior to the issuance of the notice;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Seller shall promptly, within thirty (30) days after close of escrow, file and pay such returns and taxes as are required pursuant to Chapter 364A of the Nevada Revised Statutes for the period up to the closing of escrow;
2. In the event that an audit or other procedure is conducted by the Department, the Seller shall expeditiously obtain a final resolution of the procedure. In the event that the procedure shows any amounts due, the Seller shall pay the same immediately or appeal such decision;
3. In the event the Department makes any demand upon the Buyer for obligations of the Seller to the Department, Seller, at Seller's expense, shall indemnify, defend and hold Buyer harmless from such demand, including but not limited to any expenses incurred by Buyer for accountant and attorney's fees. In the event that such a claim is made, the Buyer, at Buyer's option, may deposit with a Court of proper jurisdiction, or put into escrow, any amounts which

Law office of
JUDITH A. OTTO, LTD.
164 HUBBARD WAY
SUITE A
RENO, NEVADA 89502

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are due the Seller under the Promissory Note executed simultaneously with this Agreement. Buyer may deposit or escrow all sums up to the amount claimed by the Department, including interest and penalties, in addition to any expenses incurred by Buyer pursuant to demands by the Department, until such time as the Seller pays such obligation of a Court of proper jurisdiction enters and order directing the delivery of such funds.

4. This Agreement will terminate upon the issuance of a notice from the Department which provides that no sums are due upon the Business for the period of time during which the Business was owned by the Seller, or ninety-six (96) days after notice is received by the Department of the transfer of assets, whichever occurs earliest.

IN WITNESS WHEREOF. The parties have hereunto signed their names on the day and year first written above.

SELLER:

BUYER:

Edmund J. Harper, Trustee
EDMUND J. HARPER, TRUSTEE

Tim Harris
TIM HARRIS

Sally Harper, Trustee
SALLY HARPER, TRUSTEE

Kelli Harris
KELLI HARRIS

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 JUL -5 PM 3: 00

LINDA SLATER
RECORDER

\$15⁰⁰ PAID KJ DEPUTY