

OFFICIAL RECORD

Requested By:
STEWART TITLE

APN 1318-26-101-011
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
c/o ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Attention: Michele Bergland

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 12 Fee: 25.00
BK-0507 PG- 7255 RPTT: 0.00



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LEASE

by and between the

TAHOE REGIONAL PLANNING AGENCY,
as Lessor

and the

DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY,
as Lessee

Dated as of May 1, 2007

Relating to
\$13,820,000

DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
LEASE REVENUE BONDS
(TAHOE REGIONAL PLANNING AGENCY PROJECT)
SERIES A AND SERIES B (TAXABLE)

LEASE

THIS LEASE, dated as of May 1, 2007 (this "Lease"), by and between the TAHOE REGIONAL PLANNING AGENCY, a separate legal entity created by Tahoe Regional Planning Compact between the States of California and Nevada and consented to by the Congress of the United States of America (the "Agency"), as lessor, and the DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, being the duly appointed director of said department (the "Issuer"), as lessee;

WITNESSETH:

WHEREAS, the Director of the State of Nevada Department of Business and Industry is the duly appointed director of said department, which is a duly created department in the executive branch of the government of the State of Nevada (the "State"), created and existing under Section 232.510 of the Nevada Revised Statutes, and is authorized pursuant to Sections 349.400 through 349.670, inclusive, of the Nevada Revised Statutes, as supplemented and amended (collectively, the "Act"), to provide financing for certain projects; and

WHEREAS, in furtherance of the purposes of the Act and in order to promote the prosperity, health, safety and welfare of the citizens of the State of Nevada, the Issuer proposes to finance the cost of the acquisition, construction and installation of a publicly owned office building and related improvements located in Douglas County, Nevada (the "Project") more particularly set forth on Exhibit A attached to this Lease and by this reference made a part hereof.; and

WHEREAS, pursuant to and in accordance with the Act, the Issuer has authorized and undertaken to issue its Lease Revenue Bonds (Tahoe Regional Planning Agency Project) Series A (the "Series A Bonds") and Series B (Taxable) (the "Series B Bonds" and together with the Series A Bonds, the "Bonds"), pursuant to an Indenture (the "Indenture") of even date herewith between the Issuer and Zions First National Bank, as trustee (the "Trustee"), in order to provide funds to finance the cost of acquiring, constructing and installation of the Project; and

WHEREAS, the Issuer proposes to finance the cost of the acquisition, construction and installation of the Project by applying the proceeds derived from the sale of the Bonds to a single, lump sum rental payment to the Tahoe Regional Planning Agency (the "Agency") pursuant to this Lease; and

WHEREAS, the Agency, acting as sublessee, proposes to sublease the Project from the Issuer, acting as sublessor, and to make rental payments to the Issuer pursuant to a Sublease, dated as of May 1, 2007 (the "Sublease"), between the Issuer, as lessor and the Agency, as lessee, which rental payments are designed to be fully sufficient to pay when due the principal of, premium, if any, and interest on the Bonds and related expenses; and



WHEREAS, it has been determined that the estimated amount necessary to finance the cost of the acquisition, construction and installation of the Project, including necessary expenses incidental to the issuance of the Bonds, will require the issuance, sale and delivery of the Bonds in the aggregate amount of \$13,820,000; and

WHEREAS, pursuant to the Indenture, the Bonds will be issued and the Issuer will assign to the Trustee certain of its rights under this Lease and the Sublease;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. Lease of Project; Definitions. The Agency hereby leases to the Issuer and the Issuer hereby leases from the Agency, on the terms and conditions hereinafter set forth, the Project, subject, however, to any easements, encumbrances and restrictions of record. Unless the context otherwise requires, the terms used in this Lease shall have the meanings specified in Section 1.01 of the Indenture, as originally executed or as it may from time to time be supplemented or amended as provided therein.

SECTION 2. Term. The term of this Lease shall commence on the date of issuance of the Bonds, and shall end on June 1, 2037, unless such term is extended or sooner terminated as hereinafter provided. If on June 1, 2037, the Bonds shall not have been fully paid and retired, or if the rental payable under the Sublease shall have been abated at any time and for any reason, then the term of this Lease shall be extended until ten (10) days after all the Bonds shall have been fully paid and retired, except that the term of this Lease shall in no event be extended beyond June 1, 2046. If prior to June 1, 2037, the Bonds shall have been fully paid and retired, the term of this Lease shall end ten (10) days thereafter or ten (10) days after written notice by the Agency to the Issuer, whichever is earlier.

SECTION 3. Purpose. The Issuer shall use the Project solely for the purpose of financing the Project and leasing the Project to the Agency pursuant to the Sublease and for such purposes as may be incidental thereto; provided, that upon a Sublease Default Event, the Issuer may exercise the remedies provided in the Sublease.

SECTION 4. Rental. The Issuer shall pay to the Agency as and for rental hereunder the sum of thirteen million eight hundred twenty thousand dollars (\$13,820,000) as a single, lump sum payment, all of which rental shall be deemed to have been paid to the Agency upon the date of issuance of the Bonds and the proceeds of the Bonds shall be applied in accordance with the Indenture. The Agency agrees that the payment of such rental is adequate consideration for the lease by the Agency to the Issuer of the Project hereunder.

SECTION 5. Nonsubordination; Assignments and Subleases. This Lease shall be nonsubordinated and, unless a Sublease Default Event has occurred, the Issuer shall not assign its rights under this Lease (other than the assignment to the Trustee pursuant to Section 4.4 of the Sublease) or sublet the Project (other than for Permitted Subleases) without the prior written consent of the Agency.

SECTION 6. Right of Entry. The Agency reserves the right for any of its duly authorized representatives to enter upon the Project at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. Termination. The Issuer agrees that upon the termination or expiration of this Lease, any permanent improvements and structures existing upon the Project at the time of such termination or expiration of this Lease shall remain thereon and all right, title and interest of the Issuer or the Trustee in the Project shall vest in the Agency.

SECTION 8. Quiet Enjoyment. The Issuer at all times during the term of this Lease shall peaceably and quietly have, hold and enjoy all of the Project.

SECTION 9. Taxes. The Agency covenants and agrees to pay any and all lawful assessments of any kind or character and also all lawful taxes, including possessory interest taxes, if applicable, levied or assessed upon the Project (including both land and improvements).

SECTION 10. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 11. Notices. All notices and communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States certified mail, return receipt requested, postage prepaid, and, if to the Agency, addressed to Tahoe Regional Planning Agency, 128 Market Street, P.O. Box 5310, Stateline, NV 89449 Attention: General Counsel or, if to the Issuer, addressed to State of Nevada, Department of Business & Industry, Office of the Director, 788 Fairview Drive, Suite 100, Carson City, NV 89701 and in all cases with a copy to the Trustee addressed to Zions First National Bank, 10 East South Temple, Gateway Tower East, Suite 1200, Salt Lake City, UT 84111 Attn: Corporate Trust Department, or to such other addresses as the respective parties or the Trustee may from time to time designate by notice in writing.

SECTION 12. Default. In the event the Issuer shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Issuer, the Agency may exercise any and all remedies granted by law, except that no merger of this Lease and of the Sublease shall be deemed to occur as a result thereof, provided, however, that the Agency shall have no power to terminate this Lease or the rights of entry granted herein by reason of any default on the part of the Issuer if such termination would affect or impair any assignment or sublease of all or any part of the Project then in effect between the Issuer and any assignee or subtenant of the Issuer; and provided further, that so long as the Bonds or any other indebtedness of the Issuer issued to finance and refinance the acquisition and construction of improvements to the Project are outstanding and unpaid in accordance with the terms of the Indenture or any other

indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee. So long as any such assignee or subtenant of the Issuer shall duly perform the terms and conditions of this Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the Agency hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that so long as the Bonds or other indebtedness of the Issuer issued to finance and refinance the acquisition and construction of improvements to the Project are outstanding and unpaid in accordance with the terms of the Indenture or any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee.

SECTION 13. Waiver of Personal Liability. All liabilities under this Lease on the part of the Issuer are solely liabilities of the Issuer as an entity of state government, and the Agency hereby releases each and every member, officer, agent and employee of the Issuer of and from any personal or individual liability for negligence under this Lease. All liabilities under this Lease on the part of the Agency are solely liabilities of the Agency as an entity of government, and the Issuer hereby releases each and every member, officer, agent and employee of the Agency of and from any personal or individual liability for negligence under this Lease.

SECTION 14. Eminent Domain. In the event the whole or any part of the Project or the improvements thereon (including the Project) is taken permanently or temporarily under the power of eminent domain, the interest of the Issuer shall be recognized and is hereby determined to be the amount of the then unpaid indebtedness incurred by the Issuer to finance and refinance the acquisition and construction of improvements to the Project, including the unpaid principal of and interest on any then outstanding Bonds or other indebtedness of the Issuer issued to finance and refinance the Project and related costs, and shall be paid to the trustee under any indenture authorizing such bonds or other indebtedness and applied as provided in said indenture. The term "unpaid indebtedness," as used in the preceding sentence, includes the face amount of the indebtedness evidenced by any outstanding bonds or notes of the Issuer issued to finance or refinance the acquisition and construction of improvements to the Project, together with the interest thereon and all other payments required to be made by the trustee pursuant to the indenture authorizing the issuance of said bonds or notes on account of said indebtedness, until such indebtedness, together with the interest thereon, has been paid in full in accordance with the terms thereof.

SECTION 15. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

SECTION 16. Amendment. This Lease may only be amended by a written instrument duly authorized and executed by the Agency and the Issuer; provided, however, that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 17. Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the Agency and the Issuer, all with the same force and effect as though the same counterpart had been executed by both the Agency and the Issuer.

SECTION 18. Binding Effect. The consent granted herein shall run with the ownership of the Project and shall be binding upon and inure to the benefit of the Issuer and the Agency and their respective successors and assigns.

IN WITNESS WHEREOF, the TAHOE REGIONAL PLANNING AGENCY has caused this Lease to be executed in its name by a duly authorized officer and the DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY has caused this Lease to be executed in her name by an authorized officer and all as of the date first above written.

DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

For Mendy K. Elliott, Director

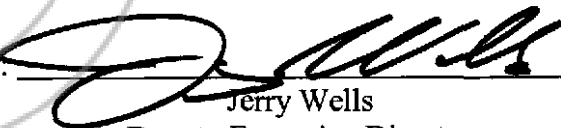
By: _____



Lon A. DeWeese
Chief Financial Officer,
Nevada Housing Division

TAHOE REGIONAL PLANNING AGENCY

By: _____



Jerry Wells
Deputy Executive Director

STATE OF NEVADA)
) SS.
County of Carson City

This instrument was acknowledged before me on May 18 2007, by
Don A DeWeese, Chief Financial Officer

WITNESS my hand and official seal.

Signature Diana L. Beck

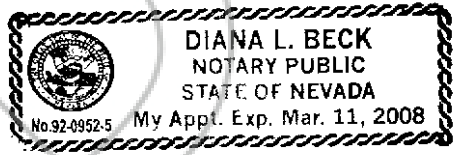


EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

The Project consists of the acquisition, construction and installation of a publicly owned office building and related parking and other improvements and facilities, located in Douglas County, Nevada and all as more particularly described as follows:

[INSERT LEGAL DESCRIPTION FROM TITLE INSURANCE POLICY]

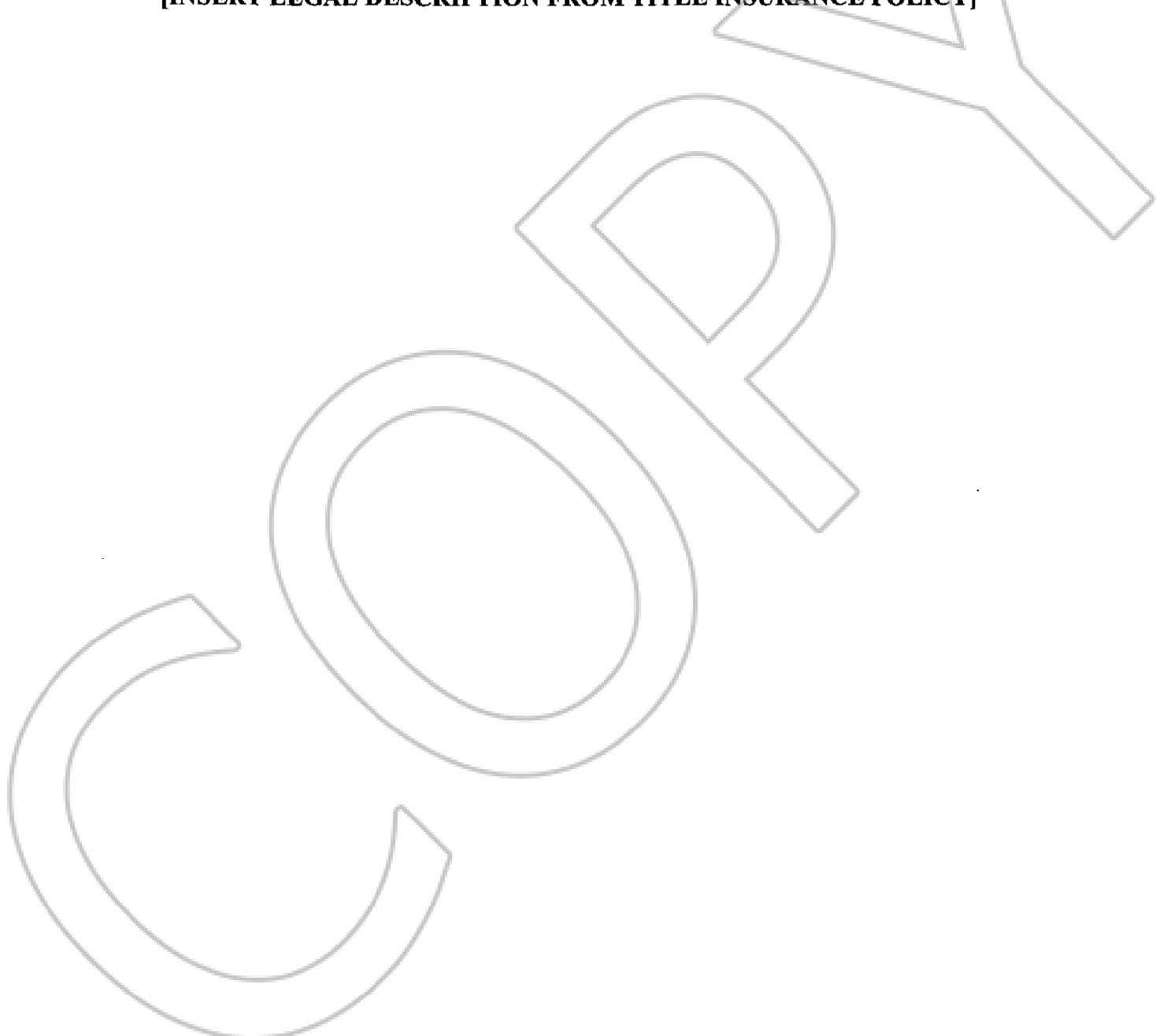


EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 070200186JL

The land referred to herein is situated in the State of Nevada, County of DOUGLAS unincorporated area described as follows:

PARCEL NO. 1

A parcel of land situated in and being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows, towit:

BEGINNING at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., which is 1,146.60 feet West from the 1/4 corner between Sections 23 and 26; thence South 0 degrees 08' East, 1,317.13 feet; thence North 89 degrees 42' West, a distance of 157.02 feet; thence North 0 degrees 08' West, a distance of 1,316.93 feet; thence South 89 degrees 46' East, a distance of 160.95 feet to the POINT OF BEGINNING.

EXCEPT THEREFROM that portion of said land conveyed to SPIVAK DEVELOPMENT COMPANY, a Partnership, in Deed recorded July 23, 1970 in Book 77, Page 655, Document No. 48829, Official Records.

ALSO FURTHER EXCEPTING THEREFROM all that portion of said land conveyed to KINGSBURY GENERAL IMPROVEMENT DISTRICT, a Municipal corporation, in Deed recorded March 10, 1976 in Book 376, Page 476, Document No. 88812, Official Records.

TOGETHER WITH a parcel of land situate in the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 26, Township 13 North, Range 18 East, M.D.B.&M. in Douglas County, Nevada, that is described as follows:

Beginning at a point on the left or westerly highway right-of-way line of the reroute of U.S. 50, project F-002-1(31), said point of beginning being 175.00 feet left of and at right angles to Highway Engineer's Station "04" 48+ 65.00 P.O.T.; and further described as bearing South 84 degrees 19'17" East a distance of 944.42 feet from the Northwest corner of Section 26, Township 13 North, Range 18 East, M.D.B.&M.; thence North 61 degrees 46'56" West along said right-of-way line a distance of 78.61 feet to a point on the right of southerly right-of-way line of SR-19 (Kingsbury Grade); thence South 88 degrees 55'43" East

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ESCROW NO.: 070200186JL

along said SR-19 right-of-way line a distance of 434.86 feet to a point on the easterly boundary of the Northwest Quarter of the Northwest Quarter of said Section 26, said point also being on the right or easterly highway right-of-way line; thence South 0 degrees 50'01" West along said easterly boundary a distance of 102.34 feet to a point, said point being the true point of beginning; thence South 6 degrees 58'18" West a distance of 671.14 feet to a point on the southerly boundary of that parcel of land as granted to Water Cox and John E. Michelsen, in deed recorded August 22, 1963, in Book 19, Page 135, Document No. 23282, Official Records of Douglas County, Nevada; thence South 60 degrees 41'40" East along said southerly boundary a distance of 82.28 feet to a point, said point being the southeasterly corner of said Cox and Michelsen parcel; thence North 0 degrees 03'56" East a distance of 707.55 feet to the true point of beginning.

Assessor's Parcel No. 1318-26-101-011

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MAY 9, 2003, BOOK 0503, PAGE 4872, AS FILE NO. 0576343, AND DEED RECORDED JULY 14, 2006 IN BOOK 0706, PAGE 4975, AS FILE NO. 679748, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA." Reference is made to Record of Survey for Robert M. Melnikoff, et al and filed for record with the Douglas County Recorder on July 6, 1993, in Book 793, at Page 693, as Document No. 311703, Official Records of Douglas County, Nevada.

PARCEL NO. 2:

TOGETHER WITH that certain easement for Common Roadway to service the above described parcel of land, to which said easement is appurtenant to the adjoining parcel of land, as set forth in Agreement dated December 30, 1969, executed by PHILIP H. FENN and CHARLES BARBER, recorded January 22, 1970 in Book 73, Page 38, Document No. 46935, Official Records, more particularly described as follows:

(A) A strip of land being the East 30 feet of that certain lot, piece or parcel of land situate in the county of Douglas, State of Nevada, described as follows:

BEGINNING at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., which is 1,146.60 feet West from the 1/4 corner between

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ESCROW NO.: 070200186JL

Sections 23 and 26; thence South 0 degrees 08' East, a distance of 1,317.13 feet; thence North 89 degrees 49' West, a distance of 157.02 feet; thence North 0 degrees 08' West, a distance of 1,316.93 feet; thence South 89 degrees 46' East, a distance of 160.95 feet to the POINT OF BEGINNING.

(B) A strip of land being the West 30 feet of that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

BEGINNING at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., which is 1,146.60 feet West from the 1/4 corner between Sections 23 and 26; thence South 0 degrees 08' East, a distance of 1,317.13 feet; thence East 163.80 feet; thence North 1,316.93 feet; thence West, a distance of 163.80 feet to the POINT OF BEGINNING.

PARCEL NO. 3;

An easement for ingress and egress, drainage, and parking as shown in Agreement recorded April 16, 1996, in Book 496, Page 2961, in Document No. 385603.

