

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

COMERICA BANK-CALIFORNIA
75 East Trimble Road
San Jose, CA 95131
Attn: Loan Services
MC 4770

#000200091
APN 07-460-030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT OF
REAL PROPERTY LEASES AND RENTS**

For value received, Kenneth and Linda D'Alessandro ("Assignor") does hereby sell, assign, transfer and set over to COMERICA BANK-CALIFORNIA, a California Banking Corporation (hereinafter referred to as "Lender"), (1) those certain lease agreements for the lease of real property commonly known as 295 Highway 50, Suite 14, Zephyr Cove, NV 89449, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), such lease agreements being set forth in Exhibit B attached hereto and incorporated herein by this reference, entered into by and between Assignor (or any predecessor in interest of Assignor), and the lessees identified therein; (2) any other leases, rental agreements or use agreements of all or any portion of the Property, whether now existing or hereafter entered into; (3) any and all extensions renewals, modifications, supplements and amendments thereof or thereto; (4) any and all guaranties of any of the lessees' obligations under the terms and conditions of said leases and under any extensions, renewals, modifications and amendments thereof or thereto ((1) through (4) are hereinafter collectively referred to as the "Leases" and singularly referred to as a "Lease"); (5) any cash or securities deposited with the lessor under any Lease to secure performance of the lessees' obligations thereunder; and (6) all rentals and sums due and to become due under the Leases ("Rents").

Assignor does hereby consent that, without further notice and without releasing the liability of Assignor, Lender may, at its discretion, give grace or indulgence in the collection of all Rents due or to become due on or under the Leases and grant extensions of time for the payment of the same before, at or after maturity. Assignor warrants that all rental payments and other sums due under the Leases as well as the right to collect same are hereby vested in Lender; that the Leases are genuine; that the lessees thereunder have capacity to contract; that Assignor has the right to make this assignment and that rental payments and other sums due thereunder are free from liens, encumbrances, claims and set-offs of every kind whatsoever, and that as of the date hereof, the unpaid balance of rental payments specified in the Leases are as is set forth in each of the Leases.

Assignor agrees that Lender may proceed against Assignor directly or independently of the lessees and that the cessation of the liability of the Lessees under said Leases for any reason other than full payment, shall not in any way affect the liability of Assignor hereunder, nor any extension, forbearance of acceptance, release or substitution of security or any impairment of suspension of Lender's remedies or rights against the lessees shall not in any way affect the liability of Assignor hereunder.

Lender does not assume any of the obligations arising under said Leases, and Assignor does hereby covenant and agree: (a) to keep and perform all of the obligations of the lessor under the Leases and to save Lender harmless from the consequences of any failure to do so; (b) to preserve the Property free and clear of liens and encumbrances, except with the consent of Lender; (c) to neither consent to nor enter into any alteration, amendment, cancellation, renewal or extension of the Leases without first having obtained the written consent of Lender.

Assignor hereby irrevocably constitutes and appoints Lender its true and lawful attorney to demand, receive and enforce payment and to give receipts, releases and satisfactions, and to sue for all sums payable either in the name of Assignor, or in the name of the Lender, with the same force and effect as Assignor could do if this assignment had not been made.

Assignor hereby represents and warrants to Lender that it is the lawful owner of the Leases and all rights and interests therein, and that it will not assign any other interest in the Leases.

Notwithstanding any provision herein to the contrary, this Assignment of Real Property Leases and Rents is intended to be an absolute assignment from Assignor to Lender and not the granting of a security interest. The Rents and Leases are hereby assigned absolutely by Assignor to Lender.

Lender shall have the present right to collect and receive any and all Rents assigned hereunder; provided, that so long as no event of default has occurred hereunder or under (1) that certain promissory note of even date herewith in the amount of One Hundred Sixty Four and No/100 Dollars (\$164,000.00) (the "Note"); (2) that certain deed of trust of even date herewith executed by Assignor, as trustor, in favor of Lender, as beneficiary (the "Deed of Trust"); and (3) that certain building loan agreement of even date herewith executed by and between Assignor and

Lender (collectively, the "Loan Documents"), Lender shall forebear from collecting such Rents and Assignor shall have the duty to collect all Rents for so long as Lender forebears. If an event of default has occurred under any of the Loan Documents, any Rents received by Assignor shall be held in trust for Lender and shall be paid over to Lender immediately. If an event of default has occurred, Lender may, without thereby becoming or being deemed a mortgagee in possession, notify any lessee, tenant or other occupant of any part of the Property to pay Rents to Lender and all such rents shall thereafter be paid directly to Lender until Lender agrees otherwise. The obligation of any such lessee, tenant or occupant shall be satisfied and discharged to the extent of any such payment to Lender without regard to whether an event of default has in fact occurred, the application of the Rents made by Lender, or otherwise. If an event of default has occurred under the terms of any of the Loan Documents, to facilitate Lender's collection of Rents, Assignor hereby irrevocably authorizes and empowers Lender to endorse on behalf of Assignor and in Assignor's name or checks and other instruments received by Lender as payment of Rents.

Lender shall be entitled to apply the Rents (in such order of priority as Lender desires) to the payment of: (1) all expenses of managing the Property, including without limitation, the salaries, fees and wages of the managing agent and such other employees as Lender may deem necessary or desirable, and all expenses of operating and maintaining the Property, including without limitation, all taxes, charges, claims, assessments, utility charges and insurance premiums, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; (2) the principal and interest and other sums due under the Note together with all costs and attorneys' fees (to the extent permitted by law); and (3) payment of any other obligations of Assignor under the Loan Documents.

Notice of this assignment may be given to the lessees under the Leases at any time at Lender's option. In the event any payment or payments of Rents under the Leases are made to Assignor, Assignor agrees promptly to transmit such payment or payments to Lender in the same manner as it is received by Assignor except that Assignor will endorse checks so received which are payable to Assignor.

Assignor agrees to indemnify and hold Lender harmless from all liability, loss, damage or expense which it may incur by reason of this assignment, or any action taken by Lender hereunder, except for the gross negligence or willful misconduct of Lender. Should Lender incur any such liability, loss, damage or expense, Assignor shall pay the amount thereof (including reasonable attorneys' fees), with interest thereon at the default rate provided in the Note, to Lender immediately and without demand, and such payment shall be secured by the Deed of Trust.

In the event the Assignor fails to perform any of the covenants or agreements herein contained or any of the warranties or representations herein contained prove to be untrue, then Lender, at its option, may accelerate any indebtedness secured by the Deed of Trust and demand that payment in full immediately be made.

In the event either party hereto shall bring any action or legal proceeding for damages for an alleged breach of any provision of this assignment, to enforce an indemnity obligation, or to enforce, protect, interpret or establish any term, condition or covenant of this assignment or right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury.

Assignor has granted Lender an assignment of rents in the Deed of Trust which assignment supplements and is not intended to supersede, modify or vary this assignment. Both assignments shall be construed together, but in the event of a conflict, this assignment shall control.

This assignment is irrevocable and shall remain in full force and effect until and unless either of the following shall occur: (1) payment in full of the indebtedness secured by the Deed of Trust; or (2) execution by Lender of a written release of this assignment.

Assignor agrees that Lender may provide any financial or other information, data or material in Lender's possession relating to Assignor, the Loan, this Assignment, the Property or the improvements, to Lender's parent, affiliate, subsidiary, participants or service providers, without further notice to Assignor.

Whenever the context so requires, the singular number includes the plural.

Dated at STATELINE, California this 6th day of APRIL, 19 2000
NEVADA

ASSIGNOR:

By: [Signature]

Its: Kenneth D'Alessandro

By: [Signature]

Its: Linda D'Alessandro

STATE OF ~~CALIFORNIA~~ NEVADA)
) ss.
COUNTY OF DOUGLAS)

2000

On APRIL 6, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH D'ALESSANDRO & LINDA D'ALESSANDRO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Marilyn L. Bigham
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

FD
LD
Initial

EXHIBIT "A"

LEGAL DESCRIPTION

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

Unit 14, as set forth on that map entitled CONDOMINIUM MAP LAKE VILLAGE PROFESSIONAL BUILDING, recorded June 1, 1979 in Book 679 of Official Records at page 83, as Document No. 33068, Douglas County, Nevada.

Together with an undivided interest in the common area as set forth and defined by that document recorded April 30, 1980 in Book 480 of Official Records at page 1788, Douglas County, Nevada.

Assessors Parcel No. 07-460-030

COOPER

EXHIBIT "B"
SCHEDULE OF LEASES

KS
2/20
Initial

Lease Date: March 27, 2000

Tenant: Sierra Patent Group, LTD

Lease Term: 5 Years

Premises: 295 Highway 50, Suite 14, Zephyr Cove, NV 89449

COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 APR 10 PM 3: 26

LINDA SLATER
RECORDER

\$ 11⁰⁰ PAID KS DEPUTY (Rev. 7/94)