

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

2004 DEC 30 AM 11:25

WERNER CHRISTEN
RECORDER

\$19⁰⁰ PAID *KY* DEPUTY

APN _____

Recording Requested By:

Stewart Title of Douglas County

1663 US Highway 395 N., Ste. 101

Minden, NV 89423

040702707

**ASSIGNMENT OF LESSORS INTEREST
IN LEASES AND RENTS**

(Title of Document)

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED
OR IMPLIED, IS ASSUMED AS TO IT'S REGULARITY
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED
THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

0633399

BK 1204 PG 14386

ASSIGNMENT OF LESSORS INTEREST IN LEASES AND RENTS

Escrow Number: 040702707

This assignment of Lessee's interest in Leases and Rents is entered into between BROWN SAND, INC., A CALIFORNIA CORPORATION, as "Assignor" and MOSSDALE ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, as "Assignee", with reference to that certain Lease(s) as to property commonly referred to as: See Exhibit "A" attached here for legal description, a copy of said Lease(s) being attached hereto and made a part hereof by reference, wherein, Assignor herein is Lessee, and DOUGLAS COUNTY, STATE OF NEVADA, is the Lessor.

For Value received, Assignor hereby assigns, grants, transfers, and delivers to Assignee all right, title and interest of Assignor in and to the above described Lease(s), a copy of which is attached hereto and made a part hereof. This assignment includes, and Assignor hereby assigns to Assignee, all of the rents, option payments, proceeds of the sale of the Real property pursuant to the exercise of any option by any tenant, income, receipts, revenues, issues, royalties, and profits now due, of which may become due or to which Assignor may now or shall hereafter become entitled, arising or issuing from and out of the subject Lease, or arising from or out of the premises or any part of premises, or interest in the premises, together with any and all rights which Assignor may have with respect to loss or rents, income, receipts, revenues, issues, royalties, and profits resulting from untenability or unsuitability of the premises, all of which are hereinafter collectively referred to as the "Rents".

This assignment shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective heirs, personal representatives, successors and assigns.

ASSIGNOR:

DATED: 12/28/04

BROWN SAND, INC.,
A CALIFORNIA CORPORATION

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ESCROW NO.: 040702707

Robert H Brown Sr.
ROBERT H. BROWN, SR.
PRESIDENT & CEO.

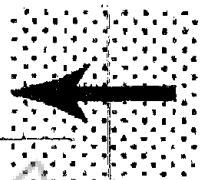
ASSIGNEE:

MOSSDALE ASSOCIATES, LTD.,
A CALIFORNIA LIMITED PARTNERSHIP

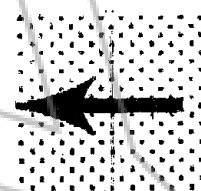
Robert H Brown Sr.
ROBERT H. BROWN, SR., TRUSTEE OF THE
TRUST AGREEMENT DTD 12/24/91, PARTNER

MICHAEL A. BROWN
SECRETARY

DATED: 12/28/04



SIGN
HERE



SIGN
HERE

COOPER

0633399

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STATE OF Nevada }
COUNTY OF Douglas } SS.

This instrument was acknowledged before me on 12-29-04, by
ROBERT H. BROWN, SR., TRUSTEE OF THE and SECOND
PARTY

WITNESS my hand and official seal.

Signature L. Hendrick



COPIED

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 040702707

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

A Leasehold Estate created by the lease executed by DOUGLAS COUNTY, by the Douglas County Commissioners, as Lessor to WILD GOOSE, LTD., as Lessee, recorded October 18, 2000, in Book 1000, Page 3259, as Document No. 0501580, demising and Leasing for a term of 50 years, beginning December 1, 2000, and First Amendment to the Lease Agreement, recorded June 27, 2002 in Book 0602, Page 08926, as Document No. 0545768, Second Amendment to the Lease Agreement Recorded October as to the following described Parcel 1 premises to wit and

PARCEL 1:

All that portion of Sections 8 & 17, Township 13 North, Range 20 East, M.D.M., more particularly described as follows:

Commencing at airport control monument #3 as shown on that certain Record of Survey #14 Amended, filed for record on April 4, 1988, Document No. 175533;

thence North 54°22'51" East, 888.95 feet to the POINT OF BEGINNING;
thence South 44°25'03" East, 370.39 feet;
thence North 45°32'55" East, 188.44 feet;
thence North 44°25'03" West, 370.39 feet;
thence South 45°32'55" West, 188.49 feet to the POINT OF BEGINNING

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 18, 2000, BOOK 1000, PAGE 3259, AS FILE NO. 0501580, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

Full and unimpaired access to the premises at all times and a non-exclusive appurtenant right to use all areas and facilities of the Airport which are intended for the common

Continued on next page

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LEGAL DESCRIPTION - continued
Order No.:040702707

use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas, reasonable access from the premises, and air control facilities, as more fully set forth in the Airport Lease Agreement, by and between the DOUGLAS COUNTY COMMISSIONERS and WILD GOOSE, LTD., as disclosed in Document entitled Lease, recorded October 18, 2000 in Book 1000, Page 3259, as Document No. 0501580.