

OFFICIAL RECORD

Requested By:

TICOR TITLE COMPANY OF CA

APN(s): 1318-27-001-009,
1318-27-001-011

WHEN RECORDED, MAIL TO:

Elizabeth Hils, Esq.
207 Grandview Drive
Fort Mitchell, KY 41017

Jones Vargas
Attn: John P. Desmond, Esq.
P.O. Box 281
Reno, NV 89504-0218
06004851

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00
BK-0107 PG- 1961 RPTT: 0.00



ASSIGNMENT AND ASSUMPTION OF LEASES

PARTIES:

This Assignment and Assumption of Leases (the "Assignment") is executed effective as of the 3rd day of January, 2007 (the "Effective Date"), by and between **WIMAR TAHOE CORPORATION**, a Nevada corporation ("Assignor"), and **TAHOE HORIZON, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Park Cattle Co., a Nevada corporation ("Landlord"), and Assignor entered into an Amended and Restated Net Lease Agreement dated January 9, 1990 (the "Hotel/Casino Lease"), and a Net Lease Agreement September 13, 1990 (the "Garage Lease; and together with the Hotel/Casino Lease, collectively the "Leases"), covering and relating to real property situate in Douglas County, Nevada, described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor desires by this Assignment to assign to Assignee all of its right, title and interest in and to the Leases, and Assignee desires to assume Assignor's obligations under the Leases; and

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor, and effective upon the execution hereof Assignee shall become an indirect wholly-owned subsidiary of Assignor, and Assignor is the sole manager of Assignee, and Assignor therefore controls Assignee; and accordingly, under Section 15.1 of the Hotel/Casino Lease and Section 14.1 of the Garage Lease, Landlord's consent to this Assignment is not required; and further the rent adjustment provided under Section 15.4 of the Hotel/Casino Lease is not applicable to this Assignment; and

WHEREAS, Assignor and Landlord are parties to litigation regarding Landlord's assertions that Assignor is in breach of the Leases, Wimar Tahoe Corporation v. Park Cattle Corporation, Nevada Ninth Judicial District Court, Case No.: 05-CV-0324.

TERMS:

NOW THEREFORE, in consideration of the covenants herein contained and other valuable consideration, which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over all of its right, title and interest in and to the Leases to Assignee.
2. Assignee assumes Assignor's obligations for the payment of rent and for the full and faithful observance and performance of the covenants, terms and conditions contained in the Leases.
3. This assignment shall not relieve Assignor of its obligation to pay rent and to perform all other obligations to be performed by tenant under the Leases.
4. Each and every covenant, condition, or obligation imposed upon the Tenant by the Leases and each and every right, remedy, or benefit afforded Landlord by the Leases shall not be impaired or diminished as a result of this Assignment.
5. Assignee will, at Landlord's election, attorn directly to Landlord in the event the Lease is terminated for any reason.
6. Assignor shall deliver to Landlord a duly executed duplicate original of this Assignment within ten (10) days after the execution hereof.
7. This Assignment shall inure to the benefit of and binds the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

ASSIGNOR:

WIMAR TAHOE CORPORATION,
a Nevada corporation

By: _____



Richard M. FitzPatrick

Its: Chief Financial Officer



ASSIGNEE'S ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On this 2ND day of JANUARY, 2007, before me personally appeared RICHARD M. FITZPATRICK, as Chief Financial Officer of WIMAR TAHOE CORPORATION, a Nevada corporation, as Manager of TAHOE HORIZON, LLC, a Delaware limited liability company, who executed the within instrument, and is known or proved to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that he was duly authorized to execute the within instrument on its behalf.

Frances Marasa
Notary Public

SEAL

FRANCES MARASA
Notary Public, State of New York
No. 41-4982527
Qualified in Queens County
Commission Expires June 3, 2007

KTBH:669241.6



Exhibit A

Description of Real Property

COPY



DESCRIPTION OF REAL ESTATE

The parcel of land situate within Section 27, Township 13 North, Range 18 East, M.D.B. & I., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at the intersection of the Nevada State Line and the Westerly right-of-way Line of U.S. Route 50;

THENCE North $27^{\circ}58'21''$ East, 744.79 feet along said Westerly right-of-way line of U.S. Route 50 to the True Point of Beginning.

THENCE North $27^{\circ}58'21''$ East, 787.82 feet along the Westerly right-of-way line of U.S. Route 50;

THENCE North $62^{\circ}01'39''$ West 1,105.84 feet;

THENCE South $27^{\circ}58'21''$ West, 787.82 feet;

THENCE South $62^{\circ}01'39''$ East, 1,105.84 feet to The True Point of Beginning.

Excepting therefrom that portion conveyed to the County of Douglas for public road purposes commonly known as the Stateline Loop Road, by Deed dated July 20, 1978 and recorded September 6, 1978, as Document No. 24881, in Book 978 of Official Records, Page 249.



The parcel of land situate within Section 27, T13N, R18E, MDB&M, Douglas County, Nevada, being more particularly described as follows:

COMMENCING at the intersection of the Nevada State Line and the westerly right-of-way line of U.S. Route 50;

Thence N 27°58'21", 1,532.61 feet along said westerly right-of-way line of U.S. Route 50 to the True Point of Beginning, said point being the northeasterly corner of the High Sierra Hotel/Casino parcel;

Thence continuing along said westerly right-of-way line of U.S. Route 50 N. 27°58'21 E, 120.00 feet to the southeasterly corner of the First Interstate Bank parcel;

Thence leaving said westerly line and proceeding along the southerly and westerly lines of the First Interstate Bank parcel the following two courses and distances:

N 62°01'39" W, 400.00 feet,

N 27°58'21" E, 187.47 feet to a point on the southerly line of a 60 foot wide roadway known as the Stateline Loop Road, said point being on a curve to the left, the tangent of which bears N 70°25'16" W;

Thence along said curve having a central angle of 35°00'46", a radius of 1,170.00 feet, through an arc length of 714.98 feet to a point on the northerly line of said High Sierra Hotel/Casino parcel;

Thence along said northerly line S 62°01'39" E, 1,033.20 feet to the True Point of Beginning;

Containing an area of 170,886 square feet of land, more or less.

