

Douglas County - NV  
Werner Christen - Recorder  
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BK-0807 PG- 7165 RPTT: 0.00



Submitted for Recordation  
By and Return to

Loan Number 6217251823  
FL9-700-01-01, JACKSONVILLE POST  
BANK OF AMERICA  
BLDG 700, FILE RECEIPT DEPT.  
9000 SOUTHSIDE BLVD.  
JACKSONVILLE, FL 32256

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CONSENT TO ENCUMBRANCE OF LEASE  
AND AMENDMENT TO LEASE**

SAMUEL COHEN

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated ,  
with

as Lessor ("Lessor") recorded on a Memorandum of which was recorded on 8-24-07  
in Book 0807 , Page 7145 , Official Instrument No. 708144 of Official Records of  
DOUGLAS County, state of NEVADA , pertaining to the  
property described in Exhibit "A" hereto (the "Leased Property").

1. Lessor (a) consents to Lessee's encumbrance of Lessee's leasehold interest in the Leased  
Property (the "Leasehold") by mortgage, deed of trust or security deed (the "Security Instrument")  
in favor of BANK OF AMERICA, N.A.

("Encumbrancer") to secure a note in the principal sum of \$ 200,000.00 , and other  
obligations set forth in the Security Instrument which is recorded concurrently herewith in the  
Official Records of DOUGLAS County, state of NEVADA , and

(b) agrees that the terms hereof shall govern over any provision inconsistent herewith in the Lease.

2. Lessor affirms that as of the date of this Consent, the Lease is in full force and effect and no default or ground for termination thereof exists.

3. An assignment of the Lease of one of the below listed types, made in connection with the Security Instrument, may be made without the consent of Lessor:

(a) Assignment by judicial or non-judicial foreclosure, subject to applicable law, under the Security Instrument, or assignment in lieu of foreclosure; and

(b) Assignment by Encumbrancer, after having obtained an assignment described in (a) above. Any Lease transferee under the provisions of this paragraph 3 shall be liable to perform the obligations of Lessee under the Lease only so long as the transferee holds title to the Leasehold. Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating thereto as are set forth in the Lease.

4. Lessor may not terminate the Lease because of any default or breach thereunder on the part of Lessee if Encumbrancer, or the trustee under the deed of trust, if applicable, within 90 days after service of written notice on Encumbrancer by Lessor of Lessor's intention so to terminate:

(a) Cures the default or breach if it can be cured by the payment or expenditure of money provided to be paid under the terms of the Lease, or if the default or breach is not so curable, commences, or causes the trustee under the deed of trust to commence, if applicable, and thereafter pursues to completion, steps and proceedings to foreclose on the Leasehold covered by the Security Instrument; and

(b) Keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold is sold upon foreclosure pursuant to the Security Instrument, or is released or reconveyed thereunder, or is transferred upon judicial foreclosure or by an assignment in lieu of foreclosure.

5. Any notice to Encumbrancer provided for in the preceding paragraph may be given concurrently with or after the notice of default to Lessee, as provided in the Lease.

6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be carried by Lessee covering the building or buildings constructed on the Leasehold premises with loss payable clause to Encumbrancer, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of the Encumbrancer as provided in the Security Instrument.



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7. Any and all eminent domain or condemnation awards or damages shall first be applied in payment of the then outstanding balance, if any, of the loan made to Lessee by Encumbrancer and the balance of the awards and damages, if any, shall be paid to Lessor and Lessee, as their interests may appear.

8. The Lease may be amended, or may be terminated by any party other than as provided in paragraph 5 hereof, only with the prior written consent of Encumbrancer.

9. Lessor hereby waives the right to obtain, for any liability of Lessee that arises, accrues, or is the subject of legal action while the Security Instrument is in existence, a lien on any equipment or furnishings of Lessee that may constitute a part of the Leasehold improvements.


10. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11. Lessor is aware of, and consents to, the terms and purposes of the note secured by the Security Instrument, and any extensions or renewals thereof.

12. To the extent that this document gives additional rights to Encumbrancer, the Lease is hereby amended and modified for the benefit of Encumbrancer only.

13. Except as provided herein, the Lease shall remain in full force and effect as originally written.

14. UPON AND IMMEDIATELY AFTER THE RECORDING OF THE SECURITY INSTRUMENT, LESSEE, AT LESSEE'S EXPENSE, SHALL CAUSE TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AS APPLICABLE, IN THE COUNTY IN WHICH THE LEASED PROPERTY IS LOCATED, A DULY EXECUTED AND ACKNOWLEDGED WRITTEN REQUEST FOR A COPY TO LESSOR OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE UNDER THE SECURITY INSTRUMENT AS PROVIDED BY THE STATUTES OF THE STATE WHERE THE LEASED PROPERTY IS LOCATED.

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In this Consent the singular number includes the plural, whenever the context so requires.


LESSOR:

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

LESSEE:

*Samuel Cohen*  
SAMUEL COHEN  
8/22/08<sup>SC</sup>  
528/22/07  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

(Attach Acknowledgments)

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