

After recording return to:
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Douglas County - NV
Werner Christen - Recorder
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 29th day of April, 2008 by and between Minden Gateway Center, LLC, a Nevada limited liability company (the "Assignor"), and Sky West Investments, Inc., a Nevada corporation (the "Assignee").

WITNESSETH

WHEREAS, Assignor exclusively owns all right, title and interest in all of the kiosks located in the Minden Gateway Center, an integrated retail and commercial mixed use center located in the Town of Minden, Nevada (the "Kiosks");

WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in the Kiosks and to assume all obligations, liabilities and duties related to the Kiosks; and

WHEREAS, Assignor is willing to convey, sell, and transfer to Assignee all right, title and interest in and to the Kiosks upon the terms and conditions provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of Assignor assigning all right, title, and interest in the Kiosks and Assignee assuming all of Assignor's obligations, liability, and duties relating to the Kiosks and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby absolutely and unconditionally assigns and grants to Assignee, all right, title and interest of the Assignor in and to all of the Kiosks, together with all rights, privileges and entitlements thereunder and all cash and non-cash proceeds derived therefrom. In exchange, Assignee hereby agrees to assume all of Assignor's obligations, liabilities, and duties relating to the Kiosks.

2. **Representations and Warranties.** Assignor and Assignee represent and warrant to each other that as of the date hereof each party has the full power and authority to execute and deliver this Assignment and to perform and comply with the terms and conditions hereof, all of which have been duly authorized.

3. **Entire Agreement; Amendments.** This Assignment Agreement constitutes the entire agreement of the parties with respect to the subject matter

hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Assignment Agreement signed by all the parties hereto.

4. Waivers. No action taken pursuant to this Assignment Agreement, including any investigation by or on behalf of any party hereto shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or in any ancillary document. The waiver by any party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach. The waiver by any party of any of the conditions precedent to its respective obligations under this Assignment Agreement shall not preclude it from seeking redress for breach of this Agreement. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5. Legal and Other Costs. If litigation or other formal legal action becomes necessary to enforce the terms hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action.

6. Headings. The paragraph headings contained herein are for the purposes of convenience only and shall not affect the meaning or interpretation of this Assignment Agreement.

7. Further Assurances. Each party hereto shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

9. Governing Law; Venue. This Assignment Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the State of Nevada applicable to contracts and to be performed therein. Venue for any disputes arising out of this Assignment Agreement shall be in the Second Judicial District Court in and for the State of Nevada.

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