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Recording Requested and
When Recorded Return to:

Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, California 94105
Attn: Mark Mengelberg

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First American Title Howard
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 13 Fee: \$26.00
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The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons (per Nevada Revised Statutes 239B.030)

ASSIGNMENT OF LEASES AND RENTS

TAHOE SHORES LLC,
as Borrower

for the benefit of

DB PRIVATE WEALTH MORTGAGE LTD.,
as Lender

The County of Douglas
The State of Nevada

Premises Address: 300 - 346 Eugene Drive
City of: Stateline
County of: Douglas
State of: Nevada



THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated as of July 29, 2011, is entered into by and between **TAHOE SHORES LLC**, a Nevada limited liability company ("Borrower"), to **DB PRIVATE WEALTH MORTGAGE LTD.**, a New York banking corporation ("Lender"). This Assignment is made in connection with that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (the "Security Instrument"), dated as of the date hereof, among Borrower, as trustor, Lender, as beneficiary, and First American Title Insurance Company, as trustee, and in connection with the Loan and the other Loan Documents. Unless otherwise specified, all capitalized terms used in this Assignment shall have the meanings set forth either in the Security Instrument or in that certain Term Loan Agreement dated as of the date hereof, by and between Borrower and Lender (the "Agreement").

1. Assignment. For the purpose of securing the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower does hereby irrevocably GRANT, BARGAIN, TRANSFER, CONVEY, and ASSIGN to Lender the Leases and Rents, to be effective to create a present security interest in existing and future Leases and Rents of the Mortgaged Premises. The Mortgaged Premises as defined in the Security Instrument includes without limitation the real property described in the attached **Exhibit A**.

2. Term. This Assignment shall continue in full force and effect until the Security Instrument is released. A full and complete release of the Security Instrument shall operate as a full and complete release of all of Lender's rights and interest under this Assignment. On the recordation of a full and complete release, this Assignment shall thereafter be void and of no further effect.

3. Borrower's Rights.

(a) Borrower's Right to Collect Rents. As long as an Event of Default does not occur under any of the Loan Documents, Borrower is entitled to enforce the Leases, to operate, maintain, repair, and restore the Mortgaged Premises, and to collect, retain, use, and hold the Rents, all subject to and in accordance with the Loan Documents. Except as otherwise provided in the Agreement, Borrower shall apply any Rents it receives to the payments as they become due on the Indebtedness, taxes, assessments, water charges, sewer expenses, and other governmental charges levied, assessed, or imposed on the Mortgaged Premises, insurance premiums, operation and maintenance charges relating to the Mortgaged Premises, and other obligations of Borrower under the Leases before using such proceeds for any other purpose.

(b) Termination of Borrower's Rights. From and after the occurrence of an Event of Default under any of the Loan Documents, Lender shall have the right to enforce its rights to receive Rents under this Assignment and to terminate the rights granted to Borrower in Section 3(a) above. On such enforcement, as provided in Section 4(a) below, Borrower shall promptly deliver to Lender all Rents then held by Borrower, and Lender shall immediately be entitled to receive and apply all Rents. Borrower grants and assigns to Lender the right, at its option, to enter the Mortgaged Premises in person, by agent, or by court-appointed receiver to collect the Rents. After such enforcement, Lender in its sole discretion may apply any Rents collected as provided in Section 5 below. Failure of or discontinuance by Lender at any time, or from time to time, to collect any Rents shall not in any manner affect the subsequent enforcement by Lender at any time, or from time to time, of the right, power, and authority to collect the Rents. The receipt and application by Lender of all such Rents, after execution and delivery of declaration of default and demand for sale or during the pendency of trustee sale proceedings under the Security Instrument, shall not cure such breach or default nor affect such sale proceedings, or any sale made under the Security Instrument. Neither anything in this Assignment nor the exercise of the right by Lender to collect the Rents shall be, or shall be construed to be, an affirmation by Lender of any Lease or option.



If the Rents are insufficient to meet the costs, if any, of taking control of the operation and management of the Mortgaged Premises and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Borrower to Lender secured by this Assignment and the Security Instrument. Unless Lender and Borrower agree in writing to other payment terms, such amounts shall be payable on notice from Lender to Borrower requesting payment, and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of interest at such rate would be contrary to Legal Requirements, in which event such amounts shall bear interest at the highest rate that may be collected from Borrower under Legal Requirements.

Borrower expressly understands and agrees that Lender shall have no liability to Borrower or any other person for Lender's failure or inability to collect Rents or for failing to collect such Rents in an amount that is equal to the fair market rental value of the Mortgaged Premises. Borrower understands and agrees that neither the transfer of Rents to Lender, nor Lender's exercise of any of its rights or remedies, under this Assignment or the Security Instrument shall be deemed to make Lender a "mortgagee in possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Premises or the use, occupancy, enjoyment, or operation of all or any portion of it.

Neither the appointment of a receiver for the Mortgaged Premises by any court at the request of Lender or by agreement with Borrower nor the entering into possession of the Mortgaged Premises or any part of it by such receiver shall be deemed to make Lender a "mortgagee in possession" or otherwise responsible or liable in any manner for the Mortgaged Premises or the use, occupancy, enjoyment, or operation of all or any portion of it.

From and after the occurrence of an Event of Default, any and all Rents collected or received by Borrower shall be accepted and held for Lender in trust and shall not be commingled with Borrower's funds and property, but shall be promptly paid over to Lender.

4. Lender's Rights.

(a) Enforcement Actions. After an Event of Default under any of the Loan Documents, Lender may exercise its rights to collect Rents and its other rights under this Assignment by one or more of the following methods (collectively, the "Enforcement Actions", and individually, an "Enforcement Action"):

- (i) Petitioning a court of competent jurisdiction to appoint a receiver to collect Rents;
- (ii) Obtaining possession of Rents;
- (iii) Giving written notice to one or more Tenants, demanding a turnover of Rents;
- (iv) Giving written notice to Borrower demanding a turnover of Rents; or
- (v) Taking any other action recognized under law to enforce this Assignment and the right to collect Rents.

(b) Collection by Lender. Following an Enforcement Action after the occurrence of an Event of Default under any of the Loan Documents (whether or not Lender has commenced foreclosure), Lender may collect all or any portion of the Rents, including, without limitation, all Rents



accrued and unpaid as of such date, directly or through a court-appointed receiver, together with, without limitation, the right to:

(i) Give notice to the Tenants in accordance with Section 6 below and, with or without taking possession of the Mortgaged Premises, demand that all Rents, including, without limitation, all Rents accrued and unpaid as of such date, under the Leases be paid to Lender;

(ii) Settle, compromise, release, extend the time to pay, and make allowances, adjustments, and discounts of any Rents or other obligations under the Leases; enforce payment of Rents and other rights under the Leases; prosecute any action or proceeding; and defend against any claim with respect to Rents and Leases;

(iii) Enter into possession of the Mortgaged Premises; assume control with respect to, and pay all expenses incurred in connection with, the development, operation, maintenance, repair, or restoration of the Mortgaged Premises; enforce any or all provisions in the Leases and collect all Rents due; apply all Rents received by Lender as provided in Section 6 below; amend, modify, extend, renew, and terminate any or all Leases; execute new Leases and do all other acts that Lender shall determine, in its sole discretion, to be necessary or desirable to carry out the purposes of this Assignment; and

(iv) Specifically enforce this Assignment and use all other legal and equitable measures that Lender deems necessary or proper in order to enforce this Assignment and collect the Rents.

At Lender's request, Borrower shall deliver a copy of this Assignment to all Tenants under a Lease and to each manager and managing agent or operator of the Mortgaged Premises. Borrower irrevocably directs all Tenants, managers, managing agents, or operators of the Mortgaged Premises, without any requirement for notice to or consent by Borrower, to comply with any demands of Lender under this Assignment and to turn over to Lender on demand all Rents that Borrower receives.

5. Application of Rents; Security Deposits. All Rents received by Lender under this Assignment shall be applied by Lender, in its sole discretion and in the order it elects, to any of the following:

(a) The costs and expenses of collecting the Rents, or otherwise enforcing or defending the terms of, or Lender's rights under, this Assignment, including, without limitation, reasonable Attorney Fees and costs;

(b) The costs and expenses incurred in connection with the development, operation, ownership, maintenance, repair, or restoration of the Mortgaged Premises, including (i) rentals and other charges payable by Borrower under any ground lease or other agreement affecting the Mortgaged Premises; (ii) electricity, telephone, water, and other utility costs; taxes, assessments, water charges, sewer expenses, and other utility and governmental charges; (iii) insurance premiums; (iv) costs and expenses of any litigation affecting the Mortgaged Premises, the Leases, or the Rents; and (v) employees' wages and salaries, agents' commissions, and Attorney Fees and expenses;

(c) The establishment of reasonable reserves for working capital and for anticipated costs and expenses relating to the Mortgaged Premises, including, without limitation, capital improvements that may be reasonably necessary or desirable or that may be required by law; or

(d) The payment of the Indebtedness.



Borrower further agrees that all Rents received by Lender from Tenants may be allocated first, if Lender so elects, to the payment of all current obligations of such Tenants under their Leases and not to amounts that may be accrued and unpaid as of the date of Lender's taking an Enforcement Action after an Event of Default. Lender may, but has no obligation to, pursue Tenants for the payment of Rent that may be due under their Leases for any period before the exercise of Lender's rights by taking an Enforcement Action or that may become due after such exercise. Despite anything to the contrary in this Assignment, Lender shall not be liable to Tenants for the payment or return of security deposits under Leases unless such deposits were paid to and received by Lender. Borrower shall indemnify, protect, defend, and hold Lender harmless from and against any and all losses, claims, damages, liabilities, costs, and expenses of any nature (including reasonable Attorney Fees and costs) arising from all claims by Tenants with respect to such deposits. Borrower further agrees that the collection of Rents by Lender and the application of such Rents by Lender to the costs, expenses, and obligations referred to in this Section 6 shall not cure or waive any Event of Default or invalidate any act (including, but not limited to, any sale of all or any portion of the Mortgaged Premises or any property now or later securing the Loan) done in response to or as a result of such Event of Default.

6. Tenants' Obligations and Rights. Borrower and Lender agree that all Tenants shall be bound by and required to comply with the provisions of this Assignment. To further the purpose and effectiveness of this Assignment, Borrower and Lender agree as follows:

(a) Notice to Tenants. With respect to Leases entered into before this Assignment, if Lender so requests, Borrower shall (i) notify all Tenants of the existence of this Assignment and the rights and obligations of Borrower and Lender under it and (ii) obtain each Tenant's agreement to be bound by and comply with this Assignment.

(b) Reference in Leases. All Leases executed after this Assignment with respect to the Mortgaged Premises or any portion of it shall contain a reference to this Assignment and shall state that all Tenants shall be bound by and shall comply with this Assignment.

(c) Notice Following Event of Default. From and after the occurrence of an Event of Default under any of the Loan Documents, Lender may, at its option, send Tenants a notice that (i) an Event of Default has occurred and Lender has revoked Borrower's right to collect the Rents; (ii) Lender has elected to exercise its rights under this Assignment; and (iii) Tenants are directed to thereafter make all payments of Rents, including, without limitation, all Rents accrued and unpaid as of the date of the notice, and to perform all obligations under its Lease to or for the benefit of Lender or such party as Lender shall direct.

(d) Payments by Tenants. On receipt of any such notice from Lender, all Tenants are hereby instructed by Borrower and Lender to comply with such notice, to make all payments of Rents, including, without limitation, all Rents accrued and unpaid as of the notice date, and to perform all obligations under its Lease to and for the benefit of Lender or such party as Lender shall direct. Such notice and direction shall remain effective until the first to occur of (i) the receipt by Tenants of a subsequent notice from Lender directing another method of payment of Rents; (ii) the appointment of a receiver, in which event Tenants shall then pay Rents and perform all obligations under the Leases as such receiver may direct; or (iii) the issuance of an order by a court of competent jurisdiction terminating this Assignment or otherwise directing another method of payment of Rents.

(e) Reliance by Tenants. Tenants who receive a notice from Lender under this Assignment shall be entitled to rely on such notice and shall not be required to investigate or ascertain the validity or accuracy of such notice or the validity or enforceability of this Assignment. Borrower shall indemnify, protect, defend, and hold Tenants harmless from and against any and all expense, loss, claims,



damage, or liability arising from the Tenants' compliance with such notice or performance of the obligations under their Leases by the Tenants made in good faith in reliance on such notice.

(f) No Liability by Lender. None of the following acts shall cause Lender to assume or be bound by the provisions of any Lease: (i) payment of Rents to Lender under any such notice; (ii) performance of the obligations under any Lease to or for the benefit of Lender or such party as Lender directs; (iii) enforcement by Lender of any provision in any Lease.

(g) Benefit of Tenants. The provisions of this Section 6 are expressly made for the benefit of, and shall be binding on and enforceable by, all Tenants under their Leases.

7. Further Assurances. Borrower agrees to take such actions and execute such other documents as may be reasonably necessary to evidence this Assignment and to establish the priority and carry out the intent and purpose of this Assignment. Within twenty (20) days after Lender's request, Borrower shall (a) execute, deliver, and record any such documents, including, without limitation, a specific assignment of any existing or future Lease, in form and substance reasonably satisfactory to Lender; and (b) execute and deliver to Lender, and cause the Tenants under the Leases, and any other party to, or guarantor of, the Leases, to execute and deliver to Lender, subordination and attornment agreements and estoppel certificates, in form and substance reasonably satisfactory to Lender.

8. Indemnity. Borrower shall indemnify, protect, defend, and hold Lender harmless from all losses, claims, damages, liabilities, costs, or expenses of any nature (including reasonable Attorney Fees and costs) that Lender incurs, arising from or relating to any of the Leases or this Assignment or because of any alleged obligation, undertaking, or inaction on Lender's part to perform or discharge any covenants or agreements in any of the Leases, except to the extent arising from Lender's gross negligence or willful misconduct or arising after the date, if ever, that Lender takes title to the Mortgaged Premises through foreclosure of the Security Instrument or a deed in lieu of foreclosure. Any amount incurred by Lender and covered by this indemnity clause shall be payable by Borrower on demand and shall bear interest at the Default Rate from the date of demand until it is fully paid.

9. Lender Not Responsible for Borrower's Obligations. Nothing in this Assignment shall operate or be construed to obligate Lender to perform any of the terms, covenants, and conditions in any Lease or otherwise to impose any obligation on Lender with respect to any Lease, including, without limitation, any obligation arising from any covenant of quiet enjoyment in any Lease in the event the Tenants under such Lease are joined as parties in any foreclosure action that terminates the estate of such Tenants. Before Lender's actual entry into and taking possession of the Mortgaged Premises, this Assignment shall not operate to place on Lender any responsibility for the development, operation, control, maintenance, repair, or restoration of the Mortgaged Premises or any portion of it, and the execution of this Assignment by Borrower shall constitute conclusive evidence that all such responsibility is and shall be that of Borrower.

10. Covenants Running With Land. Borrower's covenants under this Assignment and its provisions shall be deemed covenants running with the land and shall be binding on all grantees, successors, and assigns of Borrower, and its Tenants, subtenants, licensees, other occupants of the Mortgaged Premises, and their successors and assigns. Nothing in this paragraph shall be construed to waive any restrictions on leases and transfers of the Mortgaged Premises in this Assignment, Section 7 of the Security Instrument or in Section 7 of the Agreement.



11. Bankruptcy.

(a) Tenants' Bankruptcy. On or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in Borrower's name in any claim, suit, action, or proceeding relating to the rejection of any Leases, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices, and other documents, in any case involving Tenants under such Leases under the Bankruptcy Code.

(b) Borrower's Bankruptcy. If a petition under the Bankruptcy Code is filed by or against Borrower, and Borrower, as lessor under any Lease, decides to reject such Lease under Title 11 United States Code §365(a), then Borrower shall give Lender at least ten (10) days notice of the date on which Borrower shall file its application in the bankruptcy court for permission to reject the Lease. Lender shall have the right, but not the obligation, to serve on Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender under Title 11 United States Code §365 and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves on Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice has been given, subject to the performance by Lender of the covenant described in clause (ii) of the preceding sentence.

12. Governing Law. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE AGREEMENT.

13. Liability for Acts or Omissions. Lender shall not be liable or responsible for its acts or omissions under this Assignment, except for Lender's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Lender, if selected with reasonable care.

14. Remedies Are Cumulative. Each remedy in this Assignment is separate and distinct and is cumulative to all other rights and remedies provided by this Assignment or by Legal Requirements, and each may be exercised concurrently, independently, or successively, in any order whatsoever.

15. Severability. If any provision of the Loan Documents, or the application of them to the circumstances, is held void, invalid, or unenforceable by a court of competent jurisdiction, the Loan Documents, and the applications of such provision to other parties or circumstances, shall not be affected thereby, the provisions of the Loan Documents being severable in any such instance.



16. General Provisions.

(a) Successors and Assigns. Except as otherwise provided in the Agreement, this Assignment applies to, inures to the benefit of, and binds the respective heirs, legatees, devisees, administrators, executors, successors, and assigns of each party to this Assignment.

(b) Authorized Agents. In exercising any right or remedy, or taking any action provided in this Assignment, Lender may act through its employees, agents, or independent contractors as Lender expressly authorizes.

(c) Gender and Number. Whenever the context so requires in this Assignment, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

(d) Captions. Captions and paragraph headings used in this Assignment are for convenience of reference only, are not a part of this Assignment, and shall not be used in construing it.

(e) No Waiver. The exercise or nonexercise by Lender of the rights granted in this Assignment, or the collection and application of Rents by Lender or its agent, shall not constitute a waiver of any default by Borrower under this Assignment or any other Loan Document. No action or failure to act by Lender with respect to any obligations of Borrower under the Loan Documents, or any security or guaranty given for the payment or performance of Borrower's obligations, shall in any manner affect, impair, or prejudice any of Lender's rights and privileges under this Assignment, or discharge, release, or modify any of Borrower's duties or obligations under this Assignment.

(f) Notices. All notices required to be given under this Assignment shall be in writing and shall be given in the manner directed in the Security Instrument.

(g) Joint and Several. If more than one Person is named as Borrower each obligation of Borrower under this Assignment shall be the joint and several obligation of each such Person.

(h) Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from their counterparts and attached to a single copy of this Assignment to physically form one document, which may be recorded.

(i) Validity. Any Lease, or any amendment or modification to any Lease, that is entered into after the date of this Assignment and not in accordance with the terms and conditions of this Assignment and the Loan Documents shall be invalid at Lender's option.

(j) Time Is of the Essence. Time is of the essence as to all dates set forth herein or under the Loan Documents.

(k) WAIVER OF JURY TRIAL. TO THE EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS ASSIGNMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS,



AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. BORROWER, AND, BY ITS ACCEPTANCE OF THE BENEFITS OF THIS ASSIGNMENT, LENDER EACH (A) ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR BORROWER AND LENDER TO ENTER INTO A BUSINESS RELATIONSHIP, THAT BORROWER AND LENDER HAVE ALREADY RELIED ON THIS WAIVER BY ENTERING INTO THIS ASSIGNMENT OR ACCEPTING ITS BENEFITS, AS THE CASE MAY BE, AND THAT EACH SHALL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS, AND (B) FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS ASSIGNMENT. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(l) Uniform Assignment of Rents Act. This Assignment is subject to the Uniform Assignment of Rents Act, NRS Chapter 107A (the "Act"), and in the event of any conflict or inconsistency between this Assignment and the provisions of the Act, the provisions of the Act shall control.

[Signatures appear on the following page]



IN WITNESS WHEREOF, Borrower has executed and delivered this Assignment as of the date first written above.

BORROWER:

TAHOE SHORES LLC,
a Nevada limited liability company

By: South Shore Tahoe, LLC,
a Nevada limited liability company,
its sole member

By: Bluelake Partners, LLC
a Nevada limited liability company,
its co-manager

By: _____

Name: _____

Title: _____

By: KBM Enterprises LLC,
a Nevada limited liability company,
its co-manager

By: _____

Name: _____

Title: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California of California
County of San Diego

On July 18, 2011, before me, Jennifer Sattley, a Notary Public in and for said State, personally appeared Gary B. Salan, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Sattley (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California of California
County of San Diego

On July 18, 2011, before me, Jennifer Sattley, a Notary Public in and for said State, personally appeared Robert M. Mickey, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Sattley (Seal)





EXHIBIT A

Legal Description of Property

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

PARCEL NO. 1:

BEING A PORTION OF THE SOUTH ONE-HALF AND THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 60°13' WEST, A DISTANCE OF 127.20 FEET; THENCE NORTH 61° WEST, A DISTANCE OF 1340.20 FEET TO THE MOST EASTERLY CORNER OF THE NEVADA STATE FARM BUREAU PROPERTY AS DESCRIBED IN THE DEED RECORDED JANUARY 7, 1954 IN BOOK B-1 OF DEEDS, AT PAGE 14, DOUGLAS COUNTY, NEVADA, RECORDS, BEING ALSO THE SOUTHWESTERLY CORNER OF THE PROPERTY SHOWN ON THE MAP OF OLIVER PARK, AS FILED ON FEBRUARY 2, 1959 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA; THENCE NORTH ALONG THE EASTERLY LINE OF SAID FARM BUREAU PROPERTY, A DISTANCE OF 300.00 FEET TO AN ANGLE POINT, AND BEING THE NORTHWESTERLY CORNER OF LOT 16, IN BLOCK 3 AS SHOWN ON THE MAP OF OLIVER PARK; THENCE CONTINUING ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID FARM BUREAU PROPERTY, AND THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., BY DEED RECORDED AUGUST 19, 1955 IN BOOK B-1 OF DEEDS, AT PAGE 417, DOUGLAS COUNTY, NEVADA, RECORDS, NORTH 32°20'40" WEST, A DISTANCE OF 362.80 FEET; THENCE CONTINUING ALONG THE LINE COMMON TO SAID PROPERTIES NORTH 60°40'41" WEST, A DISTANCE OF 648.68 FEET, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, BY DEED RECORDED APRIL 16, 1963 IN BOOK 16 OF OFFICIAL RECORDS, AT PAGE 695, DOUGLAS COUNTY, NEVADA, RECORDS; THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, NORTH 60°46'32" WEST (NORTH 60°40'53" WEST), 1744.35 FEET; (1744.33 FEET) THENCE NORTH 81°15'50" WEST (NORTH 81°12'08" WEST), 399.30 FEET (399.40 FEET) TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., AS ABOVE REFERRED TO; THENCE NORTH 00°02'04" WEST (NORTH), 217.00 FEET ALONG THE WEST LINE OF SAID PROPERTY; THENCE NORTH 86°49'14" EAST (NORTH 86°55'13" EAST), ALONG THE NORTHERLY LINE OF SAID PROPERTY, A DISTANCE OF 561.96 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 61°16'41" EAST (SOUTH 61°11'11" EAST), A DISTANCE OF 1747.00 FEET, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS SOUTH 28°48'49" WEST; THENCE SOUTH 28°44'42" WEST (SOUTH 28°48'49" WEST), ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, AS ABOVE REFERRED TO AND THE WESTERLY LINE THEREOF, A DISTANCE OF 366.03 FEET (365.71 FEET) TO THE TRUE POINT OF BEGINNING.



PARCEL NO. 2:

BEGINNING AT A POINT ON THE MEANDER LINE OF LAKE TAHOE, WHICH POINT IS THE SOUTHWEST CORNER OF LOT 2, OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., THENCE ALONG A LINE HEREAFTER REFERRED TO AS COURSE 1, EAST 509.52 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER-WEST ONE-SIXTEENTH CORNER (WEST ONE SIXTEENTH CORNER); THENCE SOUTH 00°02'04" EAST (SOUTH ALONG THE ONE SIXTEENTH LINE), 217.00 FEET; THENCE NORTH 89°11'56" WEST (NORTH 89°11'30" WEST), 457.06 FEET, TO A POINT ON THE MEANDER LINE, WHICH POINT IS SOUTH 14°02'15" EAST (SOUTH 14°00'00" EAST) 217.00 FEET FROM THE POINT OF BEGINNING; THENCE, CONTINUING NORTH 89°11'56" WEST (NORTH 89°11'30" WEST) 50 FEET, MORE OR LESS, TO A POINT ON THE ORDINARY LOW WATER LINE OF LAKE TAHOE AT ELEVATION 6223.00 LAKE TAHOE DATUM; THENCE, NORTHWESTERLY, 222 FEET, MORE OR LESS, ALONG SAID ORDINARY LOW WATER LINE AT 6223.00 LAKE TAHOE DATUM, TO A POINT ON THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1; THENCE, ALONG THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1, NORTH 89°59'24" EAST, 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING BELOW THE 6223.00 LEVEL OF LAKE TAHOE AND ALSO ANY ARTIFICIAL ACCRETIONS TO SAID LAND WATERWARD OF SAID LAND OR NATURAL ORDINARY LOW WATER OR IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED. EXCEPTING ANY PORTION BELOW SUCH ELEVATION AS MAY BE ESTABLISHED AS THE BOUNDARY BY BOUNDARY LINE ADJUSTMENT WITH THE STATE OR BY QUIET TITLE ACTION IN WHICH THE STATE IS A PARTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 7, 2002 IN BOOK 202, PAGE 2102 AS DOCUMENT NO. 534184 OF OFFICIAL RECORDS.