

DOC # 794444
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OFFICIAL RECORD
Requested By:
First American NCS - South
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$20.00
BK-1211 PG-3751 RPTT: 0.00



APN# 1318-22-002-014

Recording Requested By:

Tahoe Silver Star,, Inc., a Nevada corporation
2121 Elks Point Road, Suite 553,
Zephyr Cove, Nevada, 89448

NCS 511292 AH

**ASSIGNMENT OF GROUND LEASE
ACKNOWLEDGMENT AND CONSENT**

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



**ASSIGNMENT OF GROUND LEASE
ACKNOWLEDGMENT AND CONSENT**

THIS ASSIGNMENT OF GROUND LEASE; ACKNOWLEDGMENT AND CONSENT
(The "Assignment") is made and entered as of the 15 day of December, 2011, by Celtic Bank Corporation ("Assignor") for the benefit of Tahoe Silver Star, Inc., a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, as a result of mesne assignments and by virtue of that certain Trustee's Deed Upon Sale dated November 28, 2011 and recorded November 28, 2011 as Document No. 793239, Book 1111 at Page 5783, in the Official Records of Douglas County, Nevada, Assignor is deemed to be the "Lessee" under that certain Ground Lease Agreement ("Lease") dated as of January 15, 1976 by and between Mary Hansen as the "Original Lessor" and Leroy J. Athenour and Marilyn Athenour, as "Original Lessee";

WHEREAS, Wells Fargo Bank, N.A., as Trustee or Successor Trustee of the Mary Hansen generation Skipping Tax Trust created under the Will of Mary Hansen, is the successor in interest of the Original Lessor and is deemed to be the "Lessor" under the terms and conditions of the Lease;

WHEREAS, Assignor wishes to assign all of Assignor's rights and responsibilities under the Lease to Assignee and Assignee wishes to accept said assignment; and

WHEREAS, the Lease requires the written consent of the Lessor and, by execution of this Assignment, the Lessor shall and does grant consent to the assignment herein, subject to the terms and conditions set forth herein.

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

1. Assignment. Assignor does hereby assign, transfer and set over to Assignee all of its right, title, interest, duties and obligations under the Lease and Assignee shall succeed to and replace Assignor with regard to all terms, conditions, benefits, and obligations contained within the Lease effective and agrees to be bound thereby effective as of the date hereof.
2. Assumption by Assignee. Assignee hereby accepts the assignment made in this instrument and assumes the liability and duty to perform all of the terms, conditions, covenants and agreements contained in the Lease on the part of the Assignor to be performed and shall do so directly to Lessor.
3. Consent of Lessor. Lessor hereby consents to the assignment and transfer of the Lease to Assignee in accordance with and subject to the terms and conditions contained herein.
4. Release of Assignor. Lessor hereby releases Assignor from any and all further liability or obligation under the Lease.
5. Counterparts. This Assignment may be executed in one or more counterparts each, when taken together, shall form one and the same instrument.



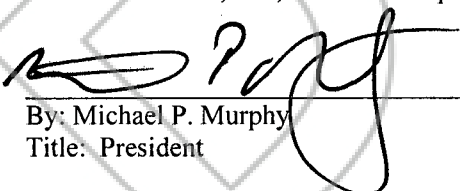
SIGNATURE PAGE

IN WITNESS WHEREOF, this Assignment has been signed as of the date set forth below by the parties hereto.

ASSIGNOR: Celtic Bank Corporation, a Utah corporation

By: _____
Title: _____

ASSIGNEE: Tahoe Silver Star, Inc., a Nevada corporation


By: Michael P. Murphy
Title: President

THE STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

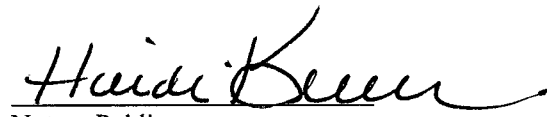
This instrument was acknowledged before me on this ____ day of December, 2011, by _____, the _____ of Celtic Bank Corporation, for and on behalf of said corporation.

Notary Public

THE STATE OF NEVADA)
) :ss
COUNTY OF Washoe)

This instrument was acknowledged before me on this 15 day of December, 2011, by Michael P. Murphy, the President of Tahoe Silver Star, Inc., a Nevada corporation, for and on behalf of said corporation.




Notary Public




CONSENT TO ASSIGNMENT OF LEASE BY LESSOR

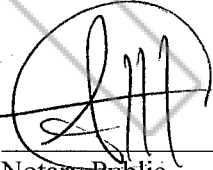
Wells Fargo Bank, N.A., as Trustee or Successor Trustee of the Mary Hansen Generation Skipping Tax Trust created under the Will of Mary Hansen, as Lessor, hereby consents to the assignment of the above referenced Lease by Assignor to Assignee on the terms and conditions set forth above.

By: Socrates Kostas, AVP
for: Wells Fargo Bank, N.A.
Title: As Trustee of M. Hansen Trust

THE STATE OF Nevada)
)
) :ss
COUNTY OF Clark)

This instrument was acknowledged before me on this 15th day of December, 2011, by Socrates J Kostas, the AVP of Wells Fargo Bank, N.A. , as Trustee or Successor Trustee of the Mary Hansen Generation Skipping Tax Trust created under the Will of Mary Hansen.

 E. ANTONIO HERRERA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01/15/14
Certificate No: 10-1492-1



Notary Public



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LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF AND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:, TO-WIT:

BEGINNING AT A POINT ON THE WEST SIDE OF THE HIGHWAY RIGHT-OF-WAY LINE CREATED BY DEED RECORDED OCTOBER 23, 1935, IN BOOK U OF DEEDS, PAGE 110, DOUGLAS COUNTY, NEVADA, RECORDS, SAID POINT BEING DESCRIBED AS BEARING OF SOUTH 60°13' WEST, A DISTANCE OF 127.20 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M.; SAID POINT ALSO BEING FURTHER DESCRIBED AS THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO JOHN PALADY, ET UX, IN DEED RECORDED APRIL 8, 1957, IN BOOK C-1 OF DEEDS, PAGE 343, DOCUMENT NO. 12128, DOUGLAS COUNTY, NEVADA, RECORDS;

THENCE NORTH 61°00' WEST, A DISTANCE OF 220 FEET TO A POINT; SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO CHARLES T. RIVERS, ET UX, IN DEED RECORDED MAY 10, 1960, IN BOOK 2, PAGE 293, DOCUMENT NO. 15994, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA;

THENCE NORTH 18°24'08" EAST, A DISTANCE OF 121.97 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO H.L. HAYNES, ET UX, IN DEED RECORDED JANUARY 9, 1958, IN BOOK C-1 OF DEEDS, PAGE 61, DOCUMENT NO. 12864, DOUGLAS COUNTY, NEVADA, RECORDS;

THENCE SOUTH 61°00' EAST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 18°24'08" WEST, A DISTANCE OF 12.73 FEET TO A POINT;

THENCE SOUTH 61°00' EAST, A DISTANCE OF 186.10 FEET TO A POINT ON THE WEST LINE OF SAID HIGHWAY RIGHT-OF-WAY LINE; SAID POINT BEING FURTHER DESCRIBED AS THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED TO FRANK A. RICH, ET UX, IN DEED RECORDED JUNE 24, 1959, IN BOOK E-1 OF DEEDS, PAGE 288, DOUGLAS COUNTY, NEVADA, RECORDS;

THENCE SOUTHWESTERLY ALONG THE WESTERLY SIDE OF SAID HIGHWAY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2460 FEET, AN ARC DISTANCE OF 107.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM FROM ALL THAT PORTION OF THE ABOVE-DESCRIBED PARCEL OF LAND WHICH WAS CONVEYED TO CHARLES T. RIVERS, ET UX., IN DEED RECORDED MAY 10, 1960, IN BOOK 2, PAGE 293, DOCUMENT NO. 15994, OFFICIAL RECORDS.



THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MAY 19, 1989 IN BOOK 589, PAGE 2431 AS DOCUMENT NO. 202286 OF OFFICIAL RECORDS.

COPY