

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
1740 Broadway  
Denver, CO 80274  
MAC C7300-033  
Attn: Loan Documentation

Apr 13 20-32-501-009  
NCS-446597-39-00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of July 25, 2011, by and between Teruo and Masae Fukui Family Trust ("**Landlord**"), and Western Energetix, LLC, a Nevada limited liability company ("**Tenant**").

RECITALS

A. This Memorandum relates to that certain Lease Agreement dated as of March 22, 2007 (the "**Lease**") by and between Tenant and Landlord's predecessor in interest, Chris Bieganski and Leanna Bieganski (collectively "**Bieganski**"), pursuant to which Tenant leased that certain real property described on **Exhibit "1"** attached hereto and made a part hereof (the "**Property**"). Landlord and Bieganski entered into that certain Assignment and Assumption of Lease dated December 10, 2008, pursuant to which Bieganski assigned and Landlord assumed all of Bieganski's right, title and interest in the Lease.

B. Tenant desires to enter into and record this Memorandum so that third parties may have notice of the existence of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. Lease. Landlord has leased the Property to Tenant, and Tenant has leased the Property from Landlord for a term, which commenced on the above-stated date, and shall expire no later than October 31, 2025, subject to Tenant's extensions options as set forth in the Lease.

2. Purpose. The purpose of this Memorandum is to give notice of the existence of the Lease and the need for all interested parties to inquire further about the terms and conditions of the Lease. Except as otherwise defined herein, the terms used in this Memorandum shall have the same meaning as set forth for those terms in the Lease. If there is any inconsistency between any provisions of this Memorandum and any provisions of the Lease, the provisions of the Lease shall control.



3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum of Lease as of the date first set forth above.

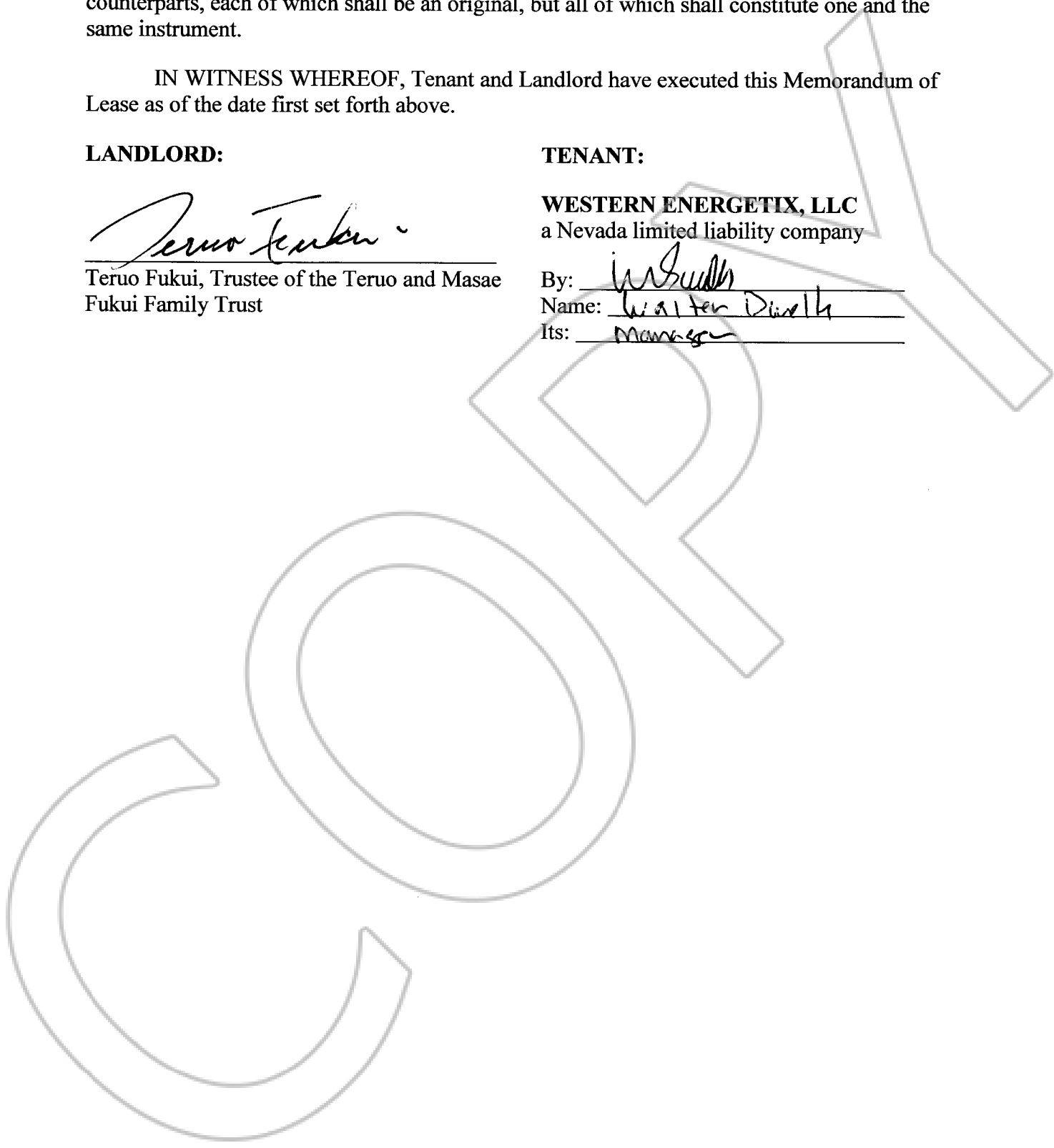
**LANDLORD:**

**TENANT:**

Teruo Fukui, Trustee of the Teruo and Masae Fukui Family Trust

**WESTERN ENERGETIX, LLC**  
a Nevada limited liability company

By:   
Name: Walter Dinkel  
Its: Manager





ACKNOWLEDGMENTS

State of California )  
County of SANTA CLARA )

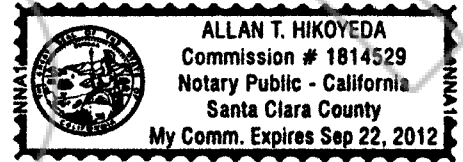
On August 3, 2011, before me, ALLAN T. HIKOYEDA, Notary Public, personally appeared TERUO FUKUI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 

(Seal)



Allan T. Hikoyeda

Allan T Hikoyeda  
no 1814529  
Exp 9-22-2012



ACKNOWLEDGMENTS

State of California )  
County of Placer )

On Aug 16, 2011, before me, Ann Mulic, Notary Public, personally appeared Walter Duelle, 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.

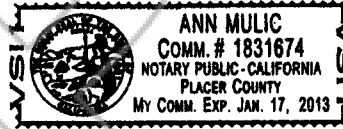
I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ann Mulic

(Seal)

Ann Mulic



Ann Mulic  
no 1831674  
Exp 1-17-2013



**EXHIBIT 1**

**Property description**

All that certain real property situated in the County of Douglas, State of Nevada, and described as follows:

**PARCEL A:**

THOSE PARCELS OF LAND LOCATED IN THE OLD VIRGINIA AND TRUCKEE RIGHT-OF-WAY, ON THE EASTERLY SIDE OF U.S. HIGHWAY 395, IN THE TOWN OF MINDEN, AND BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.& M., IN DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL NO. 1:**

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M.; THENCE NORTH 59°14'46" WEST 2840.82 FEET TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 395; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 31°22' WEST A DISTANCE OF 20 FEET; THENCE NORTH 58°38' EAST 144.04 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF THE PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY BY DEED DATED JUNE 1, 1922, RECORDED JUNE 10, 1922 IN BOOK R OF DEEDS AT PAGE 288, RECORDS OF DOUGLAS COUNTY, NEVADA; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY LINE SOUTH 31°29' EAST, A DISTANCE OF 20 FEET; THENCE SOUTH 58°38' WEST 144.09 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

**PARCEL NO. 2:**

BEGINNING AT A POINT WHERE THE SOUTH LINE OF THE ZEROLENE ROAD INTERSECTS THE EASTERLY RIGHT OF WAY LINE OF THE VIRGINIA & TRUCKEE RAILWAY, FROM WHICH A POINT ON THE CENTER LINE OF SAID RAILWAY KNOWN AS ENGINEER'S STATION EIGHT HUNDRED AND TEN PLUS SEVENTY-SIX AND SEVENTY-TWO HUNDREDTHS (810+76.72) BEARS 89°33 1/2' WEST EIGHTY-SEVEN AND FIFTY-ONE HUNDREDTHS FEET; THENCE RUNNING ALONG THE SAID EASTERLY RIGHT OF WAY LINE SOUTH 31°27 1/2' EAST AND PARALLEL TO THE SAID CENTER LINE OF TRACT THREE HUNDRED AND FIFTY (350) FEET; THENCE NORTH 58°32 1/2' EAST ONE HUNDRED AND FIFTY FEET; THENCE NORTH 31°27 1/2' WEST TWO HUNDRED AND FIFTY-NINE AND EIGHT-ONE HUNDREDTHS FEET TO THE SOUTH LINE OF THE ZEROLENE ROAD; THENCE ALONG THE SOUTH LINE OF ZEROLENE ROAD SOUTH 89°33 1/2' WEST ONE HUNDRED AND SEVENTY-FIVE AND THREE HUNDREDTHS FEET TO THE PLACE OF BEGINNING AND FROM WHICH POINT THE TOWN PROPERTY MONUMENT AT FOURTH STREET AND RAILROAD AVENUE OF THE TOWN OF MINDEN BEARS NORTH 43°10 1/2' WEST



ELEVEN HUNDRED AND THIRTY-FIVE AND SEVENTY-FIVE HUNDREDTHS (1135.75) FEET AND THE QUARTER SECTION CORNER COMMON TO SECTIONS 30 AND 31 OF TOWNSHIP 13 NORTH, RANGE 20 EAST, BEARS NORTH 80°47'28" WEST, FIFTY-FOUR HUNDRED AND NINETY-SEVEN AND SIXTH TENTHS (5497.6) FEET ALL IN DOUGLAS COUNTY, STATE OF NEVADA.

EXCEPT THEREFROM ALL THAT PORTION OF SAID LAND CONVEYED TO ELEANOR F. GILBERT IN INSTRUMENT RECORDED JANUARY 2, 1968, IN BOOK 56, PAGE 386, DOCUMENT NO. 39744 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTH LINE OF ZEROLENE ROAD INTERSECTS THE EASTERLY RIGHT OF WAY LINE OF THE VIRGINIA AND TRUCKEE RAILWAY, FROM WHICH A POINT ON THE CENTER LINE OF SAID RAILWAY KNOWN AS ENGINEER'S STATION EIGHT HUNDRED AND TEN PLUS SEVENTY-SIX AND SEVENTY-TWO HUNDREDTHS (810+76.62) BEARS SOUTH 89°33'30" WEST 87.51 FEET; THENCE RUNNING ALONG THE SAID EASTERLY RIGHT OF WAY LINE SOUTH 31°27'30" EAST AND PARALLEL TO THE SAID CENTER LINE OF TRACK A DISTANCE OF 150 FEET; THENCE NORTH 58°32'30" EAST 112 FEET; THENCE NORTH 31°27'30" WEST 82.66 FEET TO A POINT ON THE SOUTH LINE OF ZEROLENE ROAD; THENCE ALONG SAID SOUTH LINE SOUTH 89°33'30" WEST 130.68 FEET, MORE OR LESS TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING LOCATED SOUTH 43°10'30" EAST 1135.75 FEET FROM THE TOWN PROPERTY MONUMENT AT FOURTH STREET AND RAILROAD AVENUE IN THE TOWN OF MINDEN AND BEING ALSO LOCATED SOUTH 80°47'28" EAST 5497.60 FEET FROM THE QUARTER SECTION CORNER COMMON TO SECTIONS 30 AND 31 OF SAID TOWNSHIP 13 NORTH, RANGE 20 EAST.

**PARCEL B:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES FOR THE BENEFIT OF THE STANDARD OIL COMPANY OF CALIFORNIA, PARCEL A DESCRIBED IN DOCUMENT RECORDED JANUARY 2, 1968, IN BOOK 56, PAGE 390, DOCUMENT NO. 39746, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTH LINE OF ZEROLENE ROAD INTERSECTS THE EASTERLY RIGHT OF WAY LINE OF THE VIRGINIA AND TRUCKEE RAILWAY, FROM WHICH POINT ON THE CENTER LINE OF SAID RAILWAY KNOWN AS ENGINEER'S STATION EIGHT HUNDRED AND TEN PLUS SEVENTY-SIX AND SEVENTY-TWO HUNDREDTHS (810+76.72) BEARS SOUTH 89°33'30" WEST 87.51 FEET, SAID POINT OF BEGINNING BEING LOCATED SOUTH 43°10'30" EAST 1135.75 FEET FROM THE TOWN PROPERTY MONUMENT AT FOURTH STREET AND RAILROAD AVENUE IN THE TOWN OF MINDEN AND BEING ALSO LOCATED SOUTH 80°47'28" EAST, 5497.60 FEET FROM THE QUARTER SECTION CORNER COMMON TO SECTIONS 30 AND 31 OF SAID TOWNSHIP 13 NORTH, RANGE 20 EAST; THENCE NORTH 89°30'33" EAST, ALONG THE SOUTH LINE OF SAID



ZEROLENE ROAD 107.34 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF ZEROLENE ROAD NORTH 89°33'30" EAST 23.34 FEET TO A POINT; THENCE SOUTH 31°27'30" EAST 82.66 FEET TO A POINT; THENCE SOUTH 58°32'30" WEST 20 FEET TO A POINT; THENCE NORTH 31°27'30" WEST 94.69 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 31, 1986 IN BOOK 1286, PAGE 4085 AS INSTRUMENT NO. 147703.

