A portion of APN 1320-08-002-007

When Recorded Return to:

Rita L. Ricks Hawley Troxell Ennis & Hawley 6490 S. McCarran Blvd., Suite 4 Reno, NV 89509 This document is recorded as an ACCOMMODATION ONLY and without liability for the consideration therefore, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

DOC # 820404

03/21/2013 11:09AM Deputy: SG
 OFFICIAL RECORD
 Requested By:
Northern Nevada Title CC
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-313 PG-5473 RPTT: 0.00



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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE AND RENTS

THIS ASSIGNMENT OF LESSEE'S INTEREST IN LEASE AND RENTS ("Assignment") is made effective as of MARCH 18-2, 2013 ("Effective Date"), by and between MOSSDALE ASSOCIATES, LTD., a California limited partnership ("Assignor"), and WILD GOOSE LIMITED PARTNERSHIP, a Nevada limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the tenant under that certain Lease between Wild Goose, Ltd., Assignor's predecessor in interest, and the Douglas County Board of Commissioners ("County") with an effective date of December 1, 2000 and recorded in the Official Records of Douglas County, Sate of Nevada ("Official Records") as Document No. 501580; as amended by a First Amendment dated June 6, 2002 and recorded in the Official Records as Document No. 545768; as further amended by a Second Amendment dated October 3, 2002 and recorded in the Official Records as Document No. 554940 which changed the tenant to Brown Sand, Inc.; and as further modified by an Assignment of Lessors [sic] Interest in Leases and Rents dated December 28, 2004 and recorded in the Official Records as Document No. 633399 (collectively, "Ground Lease"), covering the real property described therein.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest as tenant under the Ground Lease, and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

- 1. Lease Assignment and Assumption.
- (a) Assignor hereby assigns, conveys and transfers to Assignee, without representation, warranty or covenant, express or implied in law or in fact, all of Assignor's right, title and interest as tenant under the Ground Lease.
- (b) Assignee hereby accepts the foregoing assignment, and agrees to assume, perform and discharge, as and when due, all of the covenants and obligations of the Assignor as tenant under the Ground Lease and agrees to be bound by all of the terms and conditions thereof.

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2. Miscellaneous.

(a) <u>Successors</u>. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(b) <u>Headings</u>. The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

(c) <u>Construction</u>. This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

(d) <u>Entire Agreement</u>. This Assignment constitutes the entire agreement between the parties with regard to the Leases and any prior negotiations, agreements or other writings pertaining to the subject matter of this Assignment are merged herein and extinguished.

(e) <u>Governing Law</u>. This Assignment shall be construed under the laws of Nevada.

(f) <u>Attorney Fees</u>. In the event of any action or proceeding brought by either party against the other pertaining to or arising out of this Assignment, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees.

(f) <u>Counterparts</u>. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

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Mossi	dale Asso	ciates	td. a	California

limited partnership

ASSIGNOR:

Robert Brown, Jr., General Partner

Date: 3 - 18 - 2013

ASSIGNEE:

Wild Goose Limited Partnership, a Nevada limited partnership

By: LPI, Inc., a Nevada corporation,

General Partner

Robert Brown, Jr., President

Date: 3-18-2013

STATE OF CALIFORNIA) ss County of San Marie ()

ANY COMMISSION EXPIRES ARREST APPRILA

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORE RECT.

WITNESS MY HAND AND OFFICIAL SEAL.

JANA M. BOLTER
Commission # 1884346
Notary Public - California
San Josquin County

Notary Public for California

STATE OF CALIFORNIA

) SS.

County of San Conquen'

On this Aday of Manch, 2013, before ms. An Albandary Public in and for said State, personally appeared Robert Brown, Jr. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

JANA M. BOLTER
Commission # 1884346
Notary Public - California
San Joaquin County
My Comm. Expires Apr 24, 2014

Notary Public for California

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LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies produced from the recorded document would not be legible and may affect legal rights and entitlements. However, the customer requested that the document be recorded without delay. Therefore, pursuant to NRS 247.120, the County Recorder accepted the document conditionally, subject to submission of a suitable copy at a later date.

Upon submission of a suitable copy at a later date, I am aware that I will be required to pay recording fees.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy and may therefore adversely affect legal rights and entitlements.

Signature

Print Name