

Recording requested by
THOMAS J. HALL, ESQ.

When recorded mail original
and tax statements to:
William Lurtz, Trustee
Susie Lurtz, Trustee
The Lurtz Family 1991 Trust
Post Office Box 49
Glenbrook, Nevada 89413

APN 1418-10-510-001

Order # 1212470663 mu

ASSIGNMENT OF LEASE AND LANDLORD CONSENT

This Agreement is made this 7th day of November, 2014, by and between LAWRENCE W. RUVO, TRUSTEE, LAWRENCE W. RUVO LIVING TRUST 1989 (or his assignees), hereinafter called "Assignor," and WILLIAM O. LURTZ and SUSIE LURTZ, Trustees of the Susie and William Lurtz 1991 Trust, whose address is Post Office Box 49, Glenbrook, Nevada 89413, hereinafter called "Assignees."

Recitals

1. A Lease was made and entered into as of January 1, 1998, by and between Glenbrook Golf & Tennis Club, LLC, a Nevada limited liability company (hereinafter referred to as "Landlord"), and Lawrence W. Ruvo Living Trust 1989 (hereinafter referred to as "Tenant").

2. By the terms of the lease, a copy of which is attached hereto, the following described property was leased to Tenant by Landlord for a term of ninety-nine (99) years, commencing for an additional term on January 1, 1998, and ending on or about December 31, 2097;

3. By other and previous assignments and mesne conveyances, the acting and vested Landlord under the said Lease is The Glenbrook Club, a Nevada non-profit corporation, and the Tenant is now Lawrence W. Ruvo, Trustee, Lawrence W. Ruvo Living Trust 1989; and

4. The Tenant now desires to assign the Lease to Assignees, and Assignees desire to accept the assignment thereof.

THEREFORE, Assignor and Assignees agree as follows:

Assignment

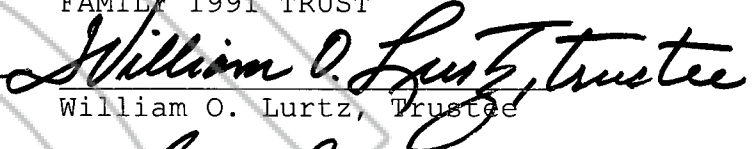
For and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged, and the agreements of Assignor and Assignees set forth in the Purchase and Sale Agreement, dated September 9, 2014, Assignor hereby assigns and transfers to Assignees all of its right, title, and interest in and to the Lease hereinbefore described, and Assignees hereby agree to and do accept the assignment, and Assignees expressly assume and agree to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor as Tenant thereunder, including the making of all payments due to or payable on behalf of Tenant under said Lease when due and payable.

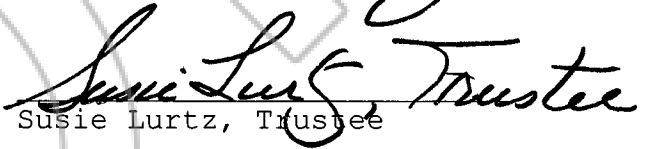
Executed on the day and year first above written.

ASSIGNOR:
LAWRENCE W. RUVO LIVING
TRUST 1989


Lawrence W. Ruvo, Trustee

ASSIGNEES:
THE SUSIE AND WILLIAM LURTZ
1991 TRUST, aka THE LURTZ
FAMILY 1991 TRUST


William O. Lurtz, Trustee

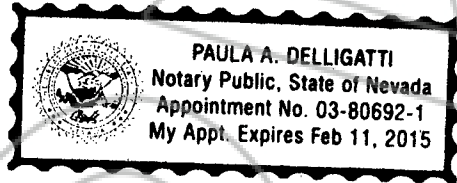

Susie Lurtz, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on November 7th, 2014, by Lawrence W. Ruvo, Trustee.

WITNESS my hand and official seal.

Paula A. Delligatti
NOTARY PUBLIC



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on November 17, 2014, by William O. Lurtz, Trustee and Susie Lurtz, Trustee.

WITNESS my hand and official seal.

Sharon M. Knudson
NOTARY PUBLIC



EXHIBIT
Consent of Landlord
Landlord Consent

The undersigned is the Landlord in the Lease described in the foregoing Assignment and hereby consents to the assignment of the Lease to William O. Lurtz and Susie Lurtz, Trustees of The Susie and William Lurtz 1991 Trust, waiving none of its rights thereunder as to the Tenant and the Assignees, and without any warranty or representations.

DATED this 6th day of November, 2014.

LANDLORD:

THE GLENBROOK CLUB,
a Nevada non-profit corporation

By: James A. Brinton - James A. Brinton

Its: Immediate Past President

LEASE

THIS LEASE is made and entered into as of January 1, 1998, by and between Glenbrook Golf & Tennis Club, LLC, a Nevada limited liability company (hereinafter referred to as "Landlord"), and Lawrence W. Ruvo Living Trust 1989 (hereinafter referred to as "Tenant").

SECTION 1 DEMISED PREMISES

1.01. Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain existing residence commonly known as the "Golf Pro House" with a street address of 2070 Pray Meadow Road, Glenbrook, Nevada ("Leased Property") consisting of approximately ____ square feet indicated by cross-hatching on the site plan attached hereto as Exhibit A and incorporated herein by reference.

1.02. Landlord and Tenant agree and covenant to cooperate and create a separate legal parcel for the Leased Property at such time as applicable law allows creation of a separate legal parcel with the continuing use of the Leased Property as a real estate office without requiring a change in the use of the adjacent golf course. All costs of creation of the separate legal lot shall be paid by Tenant.

SECTION 2 TERM

2.01. The term of this Lease shall be for a period of ninety-nine (99) years, unless terminated earlier as elsewhere herein provided. The commencement date shall be January 1, 1998. Upon notice to Landlord of not less than one (1) year, Tenant may extend the term of this Lease for an additional ninety-nine (99) years. No additional rent shall be due during the extended term.

2.02. Should Tenant hold possession of the Leased Property with the consent of Landlord after the expiration of the stated term of this Lease, such holding over shall create a tenancy from month to month only, upon the same terms and conditions as are hereinafter set forth, except that minimum rent shall be monthly rent of One Thousand and no/100 Dollars (\$1,000.00) per month payable on the first day of each month.

**SECTION 3
RENT**

3.01. Landlord acknowledges Tenant has paid all rent due for the term of this Lease.

3.02. The monthly rent shall be paid to Landlord in advance on the first day of each month during the term of this Lease. Rent for the first month, even if a fractional month, shall be paid on the commencement date.

3.03. All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice or demand, in lawful money of the United States of America, at 4500 Wynn Road, Las Vegas, Nevada 89103, or at such other place as Landlord may, from time to time, designate in writing.

3.04. If Tenant shall fail to pay, when the same is due and payable, any rent, or any additional rent, or any other amount or charges to be paid by Tenant hereunder, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum.

**SECTION 4
Intentionally Deleted**

**SECTION 5
Intentionally Deleted**

**SECTION 6
POSSESSION AND SURRENDER OF LEASED PROPERTY**

6.01. Tenant shall by entering upon and occupying the Leased Property, be deemed to have accepted the Leased Property "AS IS" without any representation or warranty of any kind as to the condition of the Leased Property and Landlord shall not be liable for any latent or patent defect therein.

6.02. Upon the expiration or sooner termination of the term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove all personal property and trade fixtures which Tenant has installed or placed on the Leased Property (all of which are hereinafter referred to as "Tenant's property") from the Leased Property and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Property in the same condition as on the date when the Leased Property was ready for occupancy, reasonable wear and tear excepted. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Property in the manner aforesaid within fifteen (15) days after

receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, at its option, retain all or any portion thereof as abandoned by Tenant, or Landlord may, but is not obligated to, at Tenant's expense, remove all of such property not so removed and repair all damage to the Leased Property resulting from such removal, and Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Property is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by any succeeding tenant founded on such delay. Without limiting the foregoing, lighting fixtures, bulbs and tubes and all partitions, whether removable or not, shall be deemed part of the Leased Property, not Tenant's property.

SECTION 7 USE OF LEASED PROPERTY

7.01. The Leased Property is leased to Tenant solely for use as a residence for use by tenant, guests or renters. Tenant shall not use or suffer to be used the Leased Property, or any portion thereof, for any other purpose or purposes whatsoever, without Landlord's written consent therefor first had and obtained, which consent shall not be unreasonably withheld.

7.02. Tenant shall not, without prior written consent of all insurance companies which have issued any insurance of any kind whatsoever with respect to the Leased Property or the adjacent golf course property, including the pro shop, restaurant, and parking areas (the "Golf Course"), sell, or suffer to be kept, used or sold in, upon or about the Leased Property any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities as may be prohibited by any such insurance policy, or which may endanger any part of the Golf Course or its occupants, business patrons or invitees.

7.03. Tenant shall not, without Landlord's prior written approval, operate or permit to be operated on the Leased Property any coin or token operated vending machines or similar device for the sale or leasing to the public of any goods, wares, merchandise, food, beverages, and/or service, including, without limitation, pay telephones, pay lockers, pay toilets, scales and amusement devices.

7.04. Tenant shall not store, use, or dispose of any "hazardous waste" or "hazardous substance" as defined under applicable state or federal law on the Leased Property.

7.05. Except as provided for elsewhere herein, Tenant shall keep and maintain in first class order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, roof,

walls, floors and ceilings, and any work performed by or on behalf of Tenant hereunder. Any such work shall be subject to such requirements as Landlord may, in its sole discretion, deem reasonable, including, but not limited to, the requirement that Landlord approve the contractors, materials, mechanics and/or materialmen utilized for such purposes. Landlord agrees to assign to Tenant any warranties Landlord may have pertaining to those parts of the Leased Property Tenant is responsible for maintaining hereunder.

7.06. Tenant shall store all trash and garbage in containers located where designated by Landlord and so as not to be visible or create a nuisance to customers and business invitees of the Golf Course, and so as not to create or permit any health or fire hazard, and arrange for the prompt and regular removal thereof.

7.07. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and the orders and regulations of the Board of Electrical Underwriters, Insurance Services Office, or any other body now or hereafter exercising similar functions, now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof.

7.08. Tenant shall not do, permit or suffer anything to be done, or kept upon the Leased Property which will obstruct or interfere with the rights of neighbors, Landlord or the patrons and customers of the Golf Course, nor will Tenant commit or permit any nuisance on the Leased Property.

SECTION 8 ALTERATIONS AND IMPROVEMENTS

8.01. Tenant shall not make any additions, alterations, improvements or changes ("Improvements") in or to the Leased Property without the prior written approval of Landlord, which consent shall not be unreasonably withheld. Any Improvements shall be at the sole cost and expense of Tenant. Any Improvements shall be made promptly and in good and workmanlike manner and in compliance with all insurance requirements and with all applicable permits, authorizations, building regulations, zoning laws and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof and such Improvements shall be done by recognized union labor if so required by Landlord. Prior to the commencement of such work, Tenant shall give evidence to Landlord that appropriate insurance satisfactory to Landlord has been obtained for the protection of Landlord and its tenants and invitees from damage or injury resulting from the making of such Improvements. In addition, prior to the commencement of such work, Tenant, if required by Landlord, shall secure, at Tenant's expense, performance, labor and materials bonds for the full cost of such work satisfactory to Landlord.

8.02. Tenant will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Leased Property.

SECTION 9 PARKING

Tenant, its agents, employees, servants, contractors, subtenants, licensees, and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the existing parking areas appurtenant to the Leased Property pursuant to the Reciprocal Easement Agreement in effect with respect to the Leased Property and the Golf Course (the "REA"), subject to such reasonable rules and regulations as Landlord may from time to time impose. Tenant agrees that it, its agents, employees, servants, contractors, subtenants, invitees and licensees shall abide by such rules and regulations. Tenant does receive the benefit of the exclusive parking in favor of the Leased Property set forth in the REA. Landlord (or the owner of the Golf Course) may at any time close any common parking areas related to the Golf Course to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. The REA reserves the right in favor of the owner of the Golf Course to dedicate all or portions of such common areas and other portions of the Golf Course for public utility purposes. Tenant shall not at any time interfere with the rights of Landlord, other owners of portions of the Golf Course, other tenants, its and their agents, employees, servants, contractors, subtenants, licensees, customers and business invitees to use any part of the parking lot or other common areas.

SECTION 10 TAXES

10.01. Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of the payment thereof) all taxes, fees, and assessments of whatsoever kind or nature, and penalties and interest thereon, if any, levied against the Leased Property and Tenant's property or any other personal property of whatsoever kind and to whomsoever belonging situate or installed in or upon the Leased Property whether or not affixed to the realty. If the Leased Property does not constitute a separate tax parcel, Tenant shall pay to Landlord at least twenty (20) days prior to the due date of the tax bill, Tenant's pro-rata share of Landlord's tax bill based on the assessed valuation of the Leased Property.

10.02. If at any time during the term of this Lease, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, the Leased Property, or any use thereof, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) days after demand therefor accompanied by delivery to Tenant of a copy of such tax statement, if any.

SECTION 11 UTILITIES

Tenant shall pay all charges for gas, heat, electricity, water, power, garbage service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its permitted subtenants, licensees or concessionaires during the term hereof.

SECTION 12 INSURANCE

12.01. Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect a policy of comprehensive public liability insurance issued by an insurance carrier approved by Landlord assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Leased Property or Tenant's use thereof. Such liability insurance shall be in amounts of not less than Two Million and no/100 Dollars (\$2,000,000.00), combined single limit, for bodily injuries or death or for damage to property, including property of Tenant. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and loss of or damage to property contained in Section 14.01 hereof. Tenant and Landlord shall be named as insureds (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insureds) under such policy of insurance which shall provide that Landlord, although named as an insured, shall nevertheless be entitled to recovery thereunder for any loss suffered by it, its agents, servants and employees by reason of Tenant's negligence.

12.02. Tenant at all times during the term hereof, at its sole cost and expense, shall maintain in full force and effect a policy or policies of standard form of fire all risk insurance covering the Leased Property and the Improvements therein and thereon in an amount equal to one hundred percent (100%) of the current replacement value thereof. Landlord shall be the named insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insureds) under each such policy.

12.03. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder together with a copy of each such policy and evidence of payment of all premiums shall be delivered to Landlord and all other named insureds on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the terms of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be from an insurer and in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Landlord and all other named

insureds prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

12.04. Tenant shall not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Golf Course. Tenant shall also not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain fire or other insurance with respect thereto, or the Golf Course. If by reason of the failure of Tenant to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Golf Course become higher than they otherwise would be, Tenant shall reimburse Landlord, as additional rent, on the first day of the calendar month next succeeding notice by Landlord to Tenant of said increase, for that part of all insurance premiums thereafter paid by Landlord which shall have been charged because of such failure of Tenant.

12.05. Tenant hereby waives any and all rights of recovery from Landlord, its members, officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder.

12.06. Each policy of insurance provided for in this Section 12 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against Landlord, its members, officers, agents and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Any other provision contained in this Section 12 or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Tenant shall be not less than an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer.

SECTION 13 LIENS

Tenant shall at all times indemnify, save and hold Landlord, the Leased Property and the leasehold created by this Lease free, clear and harmless from any and all claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Leased Property. Tenant shall give Landlord written notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity of filing appropriate notices of nonresponsibility. Tenant shall, at its sole cost and expense, within fifteen (15) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said fifteen (15) day period.

SECTION 14 INDEMNIFICATION

14.01. Tenant hereby covenants and agrees to indemnify, save and hold Landlord, its members and officers, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, about or in any way connected with the Leased Property or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property or any portion thereof, including, without limitation, violation of any federal or state environmental law or law relating to hazardous wastes or substances, other than as a result of the gross negligence of Landlord. The foregoing obligation to indemnify shall include, but is not limited to, Landlord's reasonable attorneys' fees, investigation costs and all other of Landlord's costs, expenses and liabilities reasonably incurred in connection therewith from the first notice that any claim or demand is to be made or may be made. Tenant further agrees that if, by reason of any act or omission of Tenant, Landlord is made a party defendant in any legal or equitable proceeding concerning this Lease or the Leased Property, Tenant shall indemnify and hold Landlord harmless from all costs, expenses, and liabilities (including attorneys' fees and court costs) it may incur by reason thereof.

14.02. Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system, by the bursting, running or leaking of any tank, washstand, closet, waste or other pipes, or by water being upon or coming through the roof, skylight, vent, trap door or otherwise for any reason whatsoever or for any damage arising from any acts or neglect of cotenants, customers, or occupants of the Golf Course or of adjacent property or of the public, including, but not limited to, breach of any lease or rules and regulations, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of, service of any utility.

SECTION 15 SUBORDINATION AND ATTORNMENT

15.01. Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, (including, but not limited to, sale-lease back transactions), together with any renewals, extensions or replacements thereof, hereafter placed, charged or enforced against the Leased Property, or any portion thereof, or any property of which the Leased Property is a part, and to execute and deliver at any time, and from time to time, upon demand by Landlord, such documents as may be required to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such documents to be executed by it, Tenant hereby appoints

Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, that Tenant shall not be required to effectuate such subordination, nor shall Landlord be authorized to effectuate such subordination on behalf of Tenant, unless the mortgagee, beneficiary or ground lease lessor named in such encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights to Tenant hereunder shall be terminated or modified or be subject to termination or modification, nor shall Tenant's possession of the Leased Property be disturbed by proceedings to foreclose said mortgage, deed of trust or other encumbrance.

15.02. In the event that the mortgagee, beneficiary of any mortgage or deed of trust, or ground lessor elects to have this Lease a prior lien to its mortgage, deed of trust, or ground lease, then and in such event, upon such mortgagee's, beneficiary's, or ground lessor's giving written notice to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage, deed of trust, or ground lease whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage, deed of trust, or ground lease.

15.03. Tenant shall, in the event any proceedings are brought for the foreclosure of the Leased Property or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Leased Property, or termination of any ground lease, attorn to the purchaser upon any such foreclosure or sale, or ground lessor, as the case may be, and recognize such purchaser or lessor as the landlord under this Lease.

SECTION 16 ASSIGNMENT AND SUBLETTING

16.01. Tenant shall not assign, mortgage, pledge, hypothecate or encumber this Lease or the leasehold estate hereby created or any interest herein, whether by agreement, operation of law or otherwise, or sublet the Leased Property or any portion thereof, or license the use of all or any portion of the Leased Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld. If this Lease be assigned, or if the Leased Property or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. If Tenant is a corporation or a partnership, the issuance of any additional stock or equity interests and/or the transfer, assignment or hypothecation of any stock or interest in such corporation or partnership in the aggregate in excess of twenty-five percent (25%) of such interests, as the same may be constituted as of the date of this Lease, whether directly or indirectly, shall be deemed an assignment within the meaning of this Section 16.

16.02. In the absence of an express agreement in writing to the contrary, executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

16.03. Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of all rents due hereunder, and for the due performance during the term of this Lease of all the covenants and conditions herein set forth by Tenant to be kept and performed. No assignment or transfer shall be effective or binding on Landlord unless said assignee or transferee shall, concurrently, deliver to Landlord a recordable instrument which contains a covenant of assumption by said assignee or transferee; provided that a failure or refusal to so execute said instrument shall not release or discharge the assignee or transferee from its liability aforesaid.

16.04. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies, or operate as an assignment to the Landlord of any and all such subleases or subtenancies.

SECTION 17 INSOLVENCY AND DEATH

It is understood and agreed that neither this Lease nor any interest herein or hereunder, nor any estate hereby created in favor of Tenant, shall pass by operation of law under any state or federal insolvency, bankruptcy, or any similar law now or hereafter in effect, to any trustee, receiver, or assignee for the benefit of creditors. However, this Lease and any interest herein may pass by an inheritance act to any heir, legatee, devisee, or any other person.

SECTION 18 CONDEMNATION

18.01. Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Tenant except for the leasehold remainder interest which Landlord may claim.

18.02. If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If greater than one-third (1/3) of the floor space of the Leased Property is condemned or taken or if by reason of any condemnation or taking the remainder of the Leased Property is not one undivided parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business after Tenant completes such repairs or alterations as Tenant elects to make, Tenant shall have the option to

terminate this Lease by notifying Landlord of such election in writing within twenty (20) days after such taking. If by such condemnation and taking one-third (1/3) or less of the Leased Property has been taken and the remainder is one undivided parcel, or if a part only of the Leased Property is taken and the remaining part thereof is suitable for the purposes for which Tenant has leased said premises, this Lease shall continue in full force and effect, but the monthly rent shall be reduced in an amount equal to that proportion of the monthly rent which the floor space of the portion taken bears to the total floor space of the Leased Property. In the event a partial taking does not terminate this Lease, Tenant, at Tenant's expense, shall make repairs and restorations to the remaining premises and shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and if Tenant has closed shall promptly reopen for business.

18.03. For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking. A change in grade of street adjoining the Leased Property shall also be deemed a taking.

SECTION 19 DESTRUCTION OF PREMISES

19.01. In the case of total or partial destruction of the Leased Property, or any portion thereof substantially interfering with Tenant's use of the Leased Property, whether by fire or other casualty, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the monthly rent in an amount equal to that proportion of the monthly rent which the number of square feet of floor space in the unusable portion bears to the total number of square feet of floor space in the Leased Property. Said reduction shall be prorated so that the rent shall only be reduced for those days any given area is actually unusable.

19.02. All insurance proceeds payable under any fire, and/or rental insurance shall be payable solely to Tenant for rebuilding and payment of rent and Landlord shall have no interest therein. Tenant shall in no case be entitled to compensation for damages on account of any annoyance or inconvenience in making repairs under any provision of this Lease. Except to the extent provided for in this Section 19, neither the rent payable by Tenant nor any of Tenant's other obligations under any provision of this Lease shall be affected by any damage to or destruction of the Leased Property or any portion thereof by any cause whatsoever.

SECTION 20 RIGHT OF ACCESS

20.01. Landlord and its authorized agents and representatives shall be entitled to enter the Leased Property at any reasonable time upon reasonable advance written notice for the purpose of observing, posting or keeping posted thereon notices provided for hereunder, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord, its interest or the Leased Property; for the purpose of inspecting the Leased Property or any other

portion; and for the purpose of making repairs to the Leased Property or the Golf Course and performing any work therein or thereon which Landlord may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may, from time to time, be established by the Board of Electrical Underwriters, the Insurance Services Office, or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage or deterioration to or in connection with the Leased Property or of the Golf Course or for any other lawful purpose. For such purposes, Landlord shall have the right to retain a key with which to unlock all doors in the Leased Property. Landlord shall have the right to use any means which Landlord may deem proper to open all doors in the Leased Property in an emergency. Entry into the Leased Property obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or a detainer of, the Leased Property, or an eviction of Tenant from the Leased Property or any portion thereof. Nothing contained herein shall impose any duty on the part of Landlord to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

20.02. Landlord, and/or its authorized agents and representatives, shall be entitled to enter the Leased Property at all reasonable times for the purpose of exhibiting the same to prospective lenders and, during the final year of the term of this Lease, Landlord shall be entitled to exhibit the Leased Property for lease and post signs therein announcing the same.

SECTION 21 EXPENDITURES BY LANDLORD

Whenever under any provision of this Lease, Tenant shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Tenant. In such event, the amount thereof with interest thereon at the rate of fifteen percent (15%) per annum shall constitute and be collectable as additional rent on demand.

SECTION 22 OFFSET STATEMENT

Tenant agrees that within ten (10) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is unmodified and in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information concerning the Lease, the Leased Property and Tenant as Landlord or said designee may request. If Tenant fails to deliver such certificate, as required, Tenant shall be deemed to have appointed Landlord as Tenant's attorney-in-fact for this limited purpose to execute and

deliver on behalf of Tenant the certificate delivered to Tenant.

**SECTION 23
DEFAULT**

23.01.1. Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder.

23.01.2. Landlord shall have all the rights and remedies provided in this Section or elsewhere herein, in the event that:

(a) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for five (5) days after written notice thereof from Landlord to Tenant; or

(b) Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for twenty (20) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said twenty (20) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said twenty (20) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within forty (40) days from the date of giving of such notice; or

(c) Tenant should vacate or abandon the Leased Property during the term of this Lease; or

(d) Tenant should default under any other agreement with, or for the benefit of, Landlord; or

(e) There is commenced any case in bankruptcy against the original named Tenant, any assignee or sublessee of the original named Tenant, any then occupant of the Leased Property or any guarantor of all or any of Tenant's obligations hereunder (collectively "Key Persons") or an order for relief is entered with respect to any Key Person or there is appointed a receiver or trustee to take possession of any of the assets of any Key Person or the Leased Property or any Key Person applies for or consents to such appointment, or there is a general assignment by any Key Person for the benefit of creditors, or any action is taken by or against any Key Person under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect or any property of any Key Person is taken or seized under levy of execution or attachment, or any Key Person admits in writing its inability to pay its debts as they mature.

23.01.3. All cure periods provided herein shall run concurrently with any periods provided by law.

23.02. In the event of default as designated in this Section or elsewhere herein, in addition to any other rights or remedies provided for herein or at law or in equity, Landlord, at its sole option, shall have the following rights:

(a) The right to declare the term of this Lease ended and to reenter the Leased Property and take possession thereof, and to terminate all of the rights of Tenant in and to the Leased Property;

(b) The right, without declaring the term of this Lease ended, to reenter the Leased Property and to occupy the same, or any portion thereof, for and on account of Tenant as hereinafter provided, and Tenant shall be liable for and pay to Landlord on demand all such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Property, including costs, expenses, attorneys' fees, and expenditures placing the same in good order and condition, or preparing or altering the same for reletting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with reletting the Leased Property. Any such reletting as provided for herein may be for the remainder of the term of this Lease or for a longer or shorter period. Such reletting shall be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems appropriate. Landlord may execute any lease made pursuant to the terms hereof either in Landlord's own name or in the name of Tenant, or assume Tenant's interest in and to any existing subleases to any tenant of the Leased Property, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such tenants, subtenants, licensees or concessionaires on the Leased Property. In any case, and whether or not the Leased Property or any part thereof be relet, Tenant, until the end of what would have been the term of this Lease in the absence of such default and whether or not the Leased Property or any part thereof shall have been relet, shall be liable to Landlord and shall pay to Landlord monthly an amount equal to the amount due as rent hereunder, less the net proceeds for said month, if any, of any reletting effected for the account of Tenant pursuant to the provisions of this paragraph, after deducting from said proceeds all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such reletting (all said costs are cumulative and shall be applied against proceeds of reletting until paid in full). Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by Tenant to Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the term hereof for a final determination of Tenant's account and the commencement or maintenance of one or more actions by Landlord in this connection shall not bar Landlord from bringing any subsequent actions for further accruals pursuant to the provisions of this Section 23. In no event shall Tenant be entitled to any excess rental received by Landlord over and above that which Tenant is obligated to pay hereunder; or

(c) The right, even though it may have relet all or any portion of the Leased Property in accordance with the provisions of subparagraph (b) of this Section, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Leased Property; or

(d) Pursue any other remedy available at law or equity including the right to accelerate all rents due.

23.03. Pursuant to the rights of re-entry provided above, Landlord may remove all persons from the Leased Property and may, but shall not be obligated to, remove all property therefrom, and may, but shall not be obligated to, enforce any rights Landlord may have against said property or store the same in any public or private warehouse or elsewhere at the cost and for the account of Tenant or the owner or owners thereof. Tenant agrees to hold Landlord free and harmless from any liability whatsoever for the removal and/or storage of any such property, whether of Tenant or any third party whomsoever. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rent or other sum of money thereafter to accrue hereunder, or Tenant's liability for damages under any of the provisions hereof, by any such reentry, or by any action in unlawful detainer or otherwise to obtain possession of the Leased Property, unless Landlord shall have specifically, with reference to this Section, notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants and agrees that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of Nevada and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the service of such notice to Tenant) be deemed to be a termination of this Lease, or the termination of any liability of Tenant hereunder to Landlord.

23.04. In any action brought by Landlord to enforce any of its rights under or arising from this Lease, Landlord shall be entitled to receive its costs and legal expenses including reasonable attorneys' fees, whether such action is prosecuted to judgment or not. If Landlord shall engage the services of an attorney for the purpose of collecting any rental due from Tenant, having first given Tenant five (5) days' written notice of its intention so to do, Tenant shall pay the reasonable fees of such attorney for his services regardless of the fact that no legal proceeding or action may have been filed or commenced. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with the Lease, the relationship of landlord and tenant, Tenant's use of occupancy of the Leased Property, and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of any rent, Tenant will not interpose any non-compulsory counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant. The parties hereto covenant and agree that Landlord shall have no duty to mitigate damages arising in any way out of Tenant's failure to comply with any term, condition or covenant of this Lease.

23.05. The waiver by Landlord of any default or breach of any of the terms, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and a satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's rights to recover the balance of such rent or pursue any other remedy in or under this Lease. The consent by Landlord to any matter or event requiring Landlord's consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event. This Section 23.05 may not be waived.

23.06. Nothing contained herein shall constitute a waiver of Landlord's right to recover damages by reason of Landlord's efforts to mitigate the damage to it caused by Tenant's default; nor shall anything in this Section adversely affect Landlord's right, as in this Lease elsewhere provided, to indemnification against liability for injury or damage to persons or property occurring prior to a termination of this Lease.

SECTION 24 QUIET POSSESSION

Tenant, upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord.

SECTION 25 SALE BY LANDLORD

In the event of any sale, transfer or exchange of the Leased Property by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Property occurring after consummation of such sale or exchange. Tenant agrees to attorn to such purchaser or grantee.

**SECTION 26
DEFAULT BY LANDLORD**

In the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, Tenant, prior to exercising any right or remedy Tenant may have against Landlord on account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within twenty (20) days of receipt of said notice. Notwithstanding any other provision hereof, Tenant agrees that if the default complained of in the notice provided for by this Section 26 is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured within said twenty (20) day period, then such default shall be deemed to be rectified or cured if Landlord within said twenty (20) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed. In no event may Tenant offset rent and payment of rent by Tenant is an independent covenant of Tenant which shall continue despite a default by Landlord.

**SECTION 27
FORCE MAJEURE**

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is reasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any rent or charge required of Tenant hereunder.

**SECTION 28
NO PARTNERSHIP**

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

**SECTION 29
SERVICE OF NOTICES**

29.01. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

29.02. Any notice or demand to Landlord shall be addressed to Landlord at 4500 Wynn Road, Las Vegas, Nevada 89103, with a copy to Harvey Whittemore, 50 West Liberty Street, #1100 Bank of America Plaza, Reno, Nevada 89501.

29.03. Any notice or demand to Tenant shall be addressed to Tenant at 4500 Wynn Road, Las Vegas, Nevada 89103, with a copy to Harvey Whittemore, 50 West Liberty Street, #1100 Bank of America Plaza, Reno, Nevada 89501.

29.04. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

**SECTION 30
REMEDIES CUMULATIVE**

The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

**SECTION 31
SUCCESSORS AND ASSIGNS**

The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively.

**SECTION 32
PARTIAL INVALIDITY**

If any term, covenant or condition of this Lease, or any application thereof, should

be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 33
TIME OF THE ESSENCE**

Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

**SECTION 34
ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.

**SECTION 35
BROKERS**

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

**SECTION 36
MISCELLANEOUS**

36.01. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

36.02. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein which the context requires such substitution or substitutions.

36.03. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease.

36.04. Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

36.05. In the event Tenant now or hereafter shall consist of more than one person, firm or corporation, then and in such event, all such persons, firms or corporations shall be jointly and severally liable as Tenant hereunder.

36.06. The submission of this Lease for examination and/or execution hereof by Tenant does not constitute a reservation of or option for the Leased Property and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

36.07. Should any claim or lien be filed against the Leased Property, or any action or proceeding be instituted affecting the title to the Leased Property, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive knowledge thereof.

36.08. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

36.09. Notwithstanding any other provision of this Lease, in the event the term of this Lease shall not have commenced within twenty-one (21) years from the date of execution hereof, this Lease shall become null and void and Landlord and Tenant shall thereupon be released from any and all obligations with respect thereto.

36.10. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required pursuant to this Lease.

36.11. If Tenant hereunder is a corporation, the parties executing this Lease on behalf of Tenant represent and warrant to Landlord: that Tenant is a valid and existing corporation; all things necessary to qualify Tenant to do business in Nevada have been accomplished prior to the date of this Lease; that all franchise and other corporate taxes have been paid to the date of this Lease; that all forms, reports, fees, and taxes required to be filed or paid by said corporation in compliance with applicable laws will be filed and paid when due. There are no other representations or warranties between the parties hereto, and all reliance with respect to representations is solely on such representations and agreements as are contained in this Lease.

36.12. This Lease shall not be recorded and a memorandum of lease shall not be recorded without the written consent of Landlord.

SECTION 37 OPTION TO PURCHASE

In consideration of this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant the

continuing option throughout the term of this Lease to purchase the Leased Property for a purchase price of One Hundred and no/100 Dollars (\$100.00); provided, however, Tenant may only exercise the option if a separate legal lot has been created for the Leased Property as provided in Section 1.02 hereof. Tenant shall give Landlord written notice of not less than ten (10) days of the closing and Landlord shall convey title to the Leased Property by grant, bargain and sale deed subject only to all exceptions or title matters existing as of the date hereof or consented to or suffered by Tenant. Tenant shall be solely responsible for all costs of closing, including any title insurance Tenant may desire to obtain.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

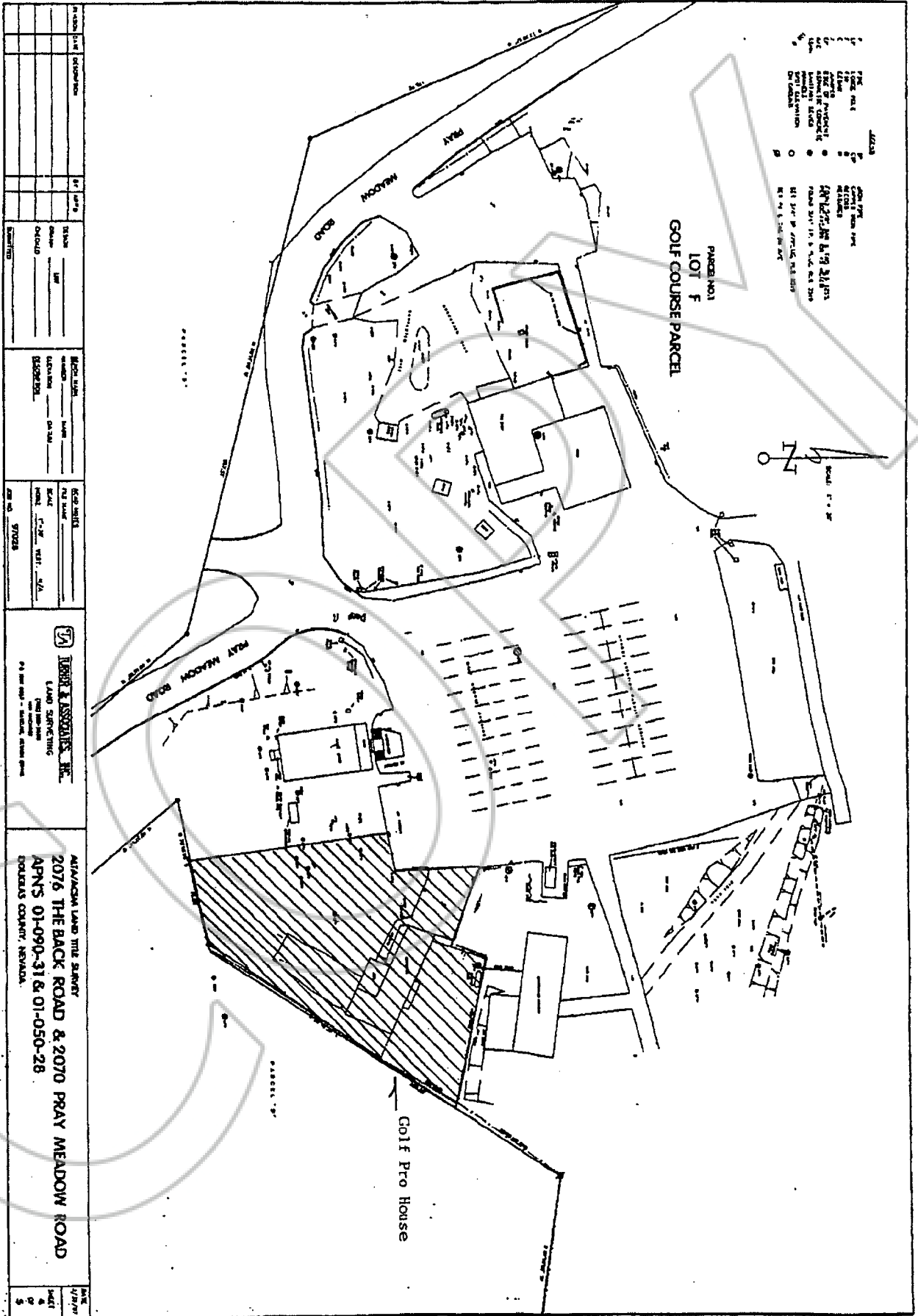
GLENBROOK GOLF & TENNIS CLUB, LLC,
a Nevada limited liability company

By: Lawrence W. Ruvo
Lawrence W. Ruvo, Operating Member

LAWRENCE W. RUVO LIVING TRUST 1989

By: Jay Ruvo
Title: Trustee

EXHIBIT A



1. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., NE 1/4
 2. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., SE 1/4
 3. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., SW 1/4
 4. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., NW 1/4
 5. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., NE 1/4
 6. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., SE 1/4
 7. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., SW 1/4
 8. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., NW 1/4
 9. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., NE 1/4
 10. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., SE 1/4
 11. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., SW 1/4
 12. 1/4 SECTION 16, T. 12 N., R. 10 W., S. 49 E., NW 1/4

PREPARED BY DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. SHEET NO.	SCALE DATE	TITLE LOCATION	CLIENT ADDRESS	PROJECT NO. SHEET NO.
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LAND ASSOCIATES, INC.
 LAND SURVEYING
 2076 THE BACK ROAD & 2070 PRAY MEADOW ROAD
 APRNS 01-090-31 & 01-050-28
 DOUGLAS COUNTY, NEVADA

Exhibit "B"
Description of Leased Premises

PARCEL 1:

THAT PORTION OF LOT F, AS SHOWN ON THE MAP OF GLENBROOK UNIT NO. 3, FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA ON JUNE 13, 1980, AS DOCUMENT NO. 45299, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH HALF OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THAT PARCEL PER THAT GRANT, BARGAIN, SALE DEED OF IMPROVEMENTS, FILED FOR RECORD ON OCTOBER 21, 1998 AS DOCUMENT NUMBER 0452179;

BEGINNING AT A POINT ON A SOUTHERLY LINE OF THAT SAID PARCEL PER THAT GRANT, BARGAIN, SALE DEED OF IMPROVEMENTS, SAID POINT BEARING SOUTH 33°48'30" WEST 64.53 FEET FROM THE MOST NORTHERLY CORNER OF THE BLISS PROPERTY, PER THAT PARCEL MAP FILED FOR RECORD ON FEBRUARY 19, 1980 AS DOCUMENT NUMBER 41653;

THENCE SOUTH 33°48'30" WEST 144.76 FEET;

THENCE SOUTH 78°48'05" WEST 44.20 FEET;

THENCE NORTH 07°14'39" WEST 97.16 FEET;

THENCE NORTH 78°50'47" EAST 19.36 FEET;

THENCE NORTH 04°13'18" WEST 47.24 FEET;

THENCE SOUTH 74°25'01" EAST 43.84 FEET;

THENCE NORTH 20°50'32" EAST 10.99 FEET;

THENCE SOUTH 77°14'16" EAST 76.39 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THAT GRANT, BARGAIN AND SALE DEED FILED FOR RECORD ON MAY 21, 1999 AS DOCUMENT NUMBER 0468563.

NOTE: THE METES AND BOUNDS LEGAL DESCRIPTION WAS PREPARED BY TURNER & ASSOCIATES, INC. LAND SURVEYING, P.O. BOX 5067, STATELINE, NV 89449.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RECORDED MARCH 12, 1998 IN BOOK 398, PAGE 2600 AS INSTRUMENT NO. 434692 OF OFFICIAL RECORDS.

COOPER