

## BILL OF SALE AND BLANKET ASSIGNMENT

RENO RETAIL COMPANY, L.L.C., a Delaware limited liability company (“**Grantor**”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by REDUS RENO, LLC, a Delaware limited liability company (“**Grantee**”), has GRANTED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY, and DELIVER unto Grantee all the following described properties, rights, and interests arising or used in connection with that certain real property (including the improvements thereon) described on *Exhibit A* attached hereto and incorporated herein by reference (collectively, the “**Property**”):

- (a) all of Grantor’s right, title and interest in and to all utilities, waste water capacity and related utility rights, site plans, surveys, plans and specifications (to the extent Grantor owns and has rights to transfer such property) and regulatory licenses and permits to the extent the same are assignable (collectively, the “**Personal Property**”).
- (b) all of Grantor’s right, title and interest in all leases and subleases and other rental agreements with tenants leasing or occupying space situated on the Property or otherwise having rights with regard to use of the Property, including without limitation, all of the leases described on *Exhibit B* attached hereto and incorporated herein by reference (collectively, the “**Leases**”), all security deposits or like payments, if any, paid by tenants or other security provided in connection with the Leases, and all claims, actions or causes of action of any kind or character whatsoever, known or unknown, contingent or matured, in contract or in tort, at law or in equity, or otherwise, that Grantor has against, and any amounts owing to Grantor by, any current or prior tenants of all or any part of the Property.
- (c) all of Grantor’s right, title and interest in and to all warranties and guaranties relating to the Property or the Leases to the extent the same are assignable.
- (d) all of Grantor’s right, title and interest in and to 2355.50 Regional Transportation Credits (also known as Regional Road Impact Fee (RRIF) credits) from the City of Reno, Nevada represented by certificate number 530061 (the “**Regional Transportation Credits**”).

TO HAVE AND TO HOLD the assets hereby sold, transferred and assigned or contributed, transferred and assigned unto Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to forever WARRANT AND DEFEND the assets hereby sold and contributed unto Grantee, its successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described assets or any part thereof.

By its acceptance hereof, Grantee assumes all obligations of Grantor under the Leases arising, accruing or commencing on, from and after the date hereof but shall in no event shall Grantor be deemed to have assumed any obligations of Grantor under the Leases arising,

accruing or commencing prior to the date hereof or any liabilities under the Leases relating to events, actions or omissions that first occurred or first existed prior to the date hereof.

Grantor and Grantee hereby acknowledge and agree that this instrument is executed and delivered pursuant to that certain Settlement Agreement dated December 18, 2013, by and among Grantor, Wells Fargo Bank, N.A. and others (the "**Settlement Agreement**"), that capitalized terms used in this instrument but not defined herein shall have the respective meanings ascribed to them in the Settlement Agreement, and that nothing contained in this instrument will in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Grantor set forth in the Settlement Agreement. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern and control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS HEREOF, Grantor has caused this Bill of Sale and Blanket Assignment to be executed effective as of the 13<sup>th</sup> day of May, 2014.

**GRANTOR:**

**RENO RETAIL COMPANY, L.L.C.,**  
a Delaware limited liability company

By: David L. Silverstein  
Name: David L. Silverstein  
Title: Authorized Agent

**GRANTEE:**

**REDUS RENO, LLC,**  
a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware  
corporation, its sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS HEREOF, Grantor has caused this Bill of Sale and Blanket Assignment to be executed effective as of the 13<sup>th</sup> day of ~~April~~<sup>May</sup>, 2014.

**GRANTOR:**


**RENO RETAIL COMPANY, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**REDUS RENO, LLC,**  
a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware corporation, its sole Member

By:   
Name: Donna Cummings  
Title: Vice President

**Exhibit "A"**  
**Property**

**Peigh Property**

All of that certain property situate in the County of Washoe, State of Nevada, more particularly described as follows:

The East ½ of the Northeast ¼ of Section 29, Township 18 North, Range 20 East, M.D.B.&M., in the County of Washoe, State of Nevada, lying Northerly of the Northwesterly line of SR-431 (Mt. Rose Highway) and Easterly of the Easterly line of US-395 Freeway as described in Deed to the State of Nevada, recorded April 29, 1994 in Book 4050, Page 536 as Document No. 1792168 of Official Records.

EXCEPTING THEREFROM that portion lying Northerly of the Southerly line described in Deed to Benjamin J. Winne and Bertha E. Winne, recorded March 12, 1947, in Book 194, Page 219 as Document No. 150401 of Deed Records.

FURTHER EXCEPTING THEREFROM that portion lying within Herz Boulevard as described in Deed to the County of Washoe recorded April 3, 1992, in Book 3453, Page 951 as Document No. 1559938 of Official Records.

FURTHER EXCEPTING THEREFROM any interest conveyed by that certain Deed to the State of Nevada, acting by and through its Department of Transportation, by Deed recorded June 21, 2010 as Document No. 3893935, Official Records, Washoe County, State of Nevada.

Assessor's Parcel Number(s): 049-384-03

**Excess Land**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

All that certain real property being situate within the Northwest One-quarter (NW 1/4) of the Northwest One-quarter (NW 1/4) of Section Twenty-Eight (28), Township Eighteen (18) North, Range Twenty (20) East, M.D.M., lying within the County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at a point which bears South 00°32'58" West 1226.82 feet from the northwest corner of said Section 28, said POINT OF BEGINNING being further described as lying on the west section line of said Section 28;

THENCE leaving said west line, South 31°39'32" East, 104.31 feet to a point lying on the south line of the Northwest One quarter of the Northwest One-quarter of said Section 28;

THENCE North 89°28'36" West, along said south line, 55.60 feet to a point on the west line of said Section 28;

THENCE North 00°32'58" East, along said west section line, 88.28 feet to said POINT OF BEGINNING.

The basis of bearings for this description is Nevada State Plane Coordinates, West Zone NAD 83/94, based upon found monumentation.

EXCEPTING THEREFROM, all rights to minerals, all water rights, water stock, ditch, and ditch rights, and geothermal resources now existing or which may hereafter be found, excluding the right to occupy or otherwise disturb any of the surface rights in the described parcel, as set forth in a Deed, recorded March 19, 1992, as File No. 1555141, Official Records.

FURTHER EXCEPTING THEREFROM those certain water rights, as set forth in a Deed, recorded October 4, 1993, as File No. 1718793, Official Records.

Assessor's Parcel Number(s): 049-393-05