

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease is effective as of _____ (the “**Effective Date**”) by and between ClearCapital.com, a California corporation (“**Assignor**”), and Truckee River Ventures, Inc. dba Lift Truckee, a California corporation (“**Assignee**”).

Recitals

A. Assignor is tenant under that certain Lease, dated as of February 17, 2015, by and between Truckee Tahoe Airport District, as landlord, and Assignor, as tenant (the “**Lease**”). A copy of the Lease is attached hereto as **Exhibit A** and is incorporated herein by this reference.

B. Assignor has agreed to assign and transfer to Assignee all of Assignor’s right, title, and interest in the Lease, and Assignee has agreed to assume all of Assignor’s obligations under the Lease that accrue after the Effective Date of this Assignment.

C. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, grants, delivers, transfers and assigns to Assignee, all of Assignor’s right, title and interest in, to and under the Lease, and Assignor and Assignee agree as follows:

Agreement

1. Assignment. Assignor hereby assigns all of its right, title, and interest in the Lease to Assignee. Assignee acknowledges that it has received and read the Lease.

2. Assumption of Landlord’s Obligations. Assignee hereby assumes all of Assignor’s obligations, duties, responsibilities, and liabilities under the Lease and agrees to be bound by all of the terms, covenants, conditions, and provisions of the Lease from and after the Effective Date for the remainder of the term of the Lease. Notwithstanding the foregoing, Assignee acknowledges and agrees that it shall not have the right to exercise the option to renew the Lease as set forth in Section 3(b).

3. Assignor’s Covenants. Assignor covenants that the Lease is in full force and effect. Assignor further covenants that there are no defaults under the Lease. Assignor also covenants that, to its knowledge, no acts or events have occurred, which with the passing of time or the giving of notice or both, could later become defaults under the Lease. Assignor acknowledges and agrees that it shall remain primarily liable for the rent to be paid under the Lease and the performance of all terms and conditions of this Lease.

4. Further Assurances. Assignor and Assignee each agrees to do such further acts and shall execute, acknowledge, and deliver any further agreements, conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to complete any conveyances, transfers, sales, and assignments contemplated by this Assignment.

5. Miscellaneous. This Assignment shall be binding on and inure to the benefit of the parties and their heirs, executors, administrators, successors in interest, and assigns. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected. Headings are solely for the parties' convenience, are not a part of this Assignment, and shall not be used to interpret this Assignment. The singular form shall include plural and vice versa. This Assignment shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee. This Assignment shall be governed and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the dates written below.

ASSIGNOR:

ASSIGNEE:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Address for Notices:

[Landlord consent to follow]

LANDLORD'S CONSENT TO ASSIGNMENT

The undersigned, on behalf of the Landlord, hereby consents to this Assignment of the Lease in accordance with the terms and conditions set forth above.

LANDLORD:

Truckee Tahoe Airport District

By: _____

Name:

Title:

Date: _____

EXHIBIT A

Copy of Lease

[See attached]