

WHEN RECORDED, MAIL TO:

Grissinger Holdings, LLC
c/o Kevan D. Acord, P.A.
15700 College Blvd., Suite 100
Lenexa, Kansas 66219

00643672

B: 1267 P: 73 Fee \$35.00
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FAPLO 551403

ASSIGNMENT AND ASSUMPTION OF EASEMENT

This ASSIGNMENT AND ASSUMPTION OF EASEMENT (this "Assignment") is entered into as of this ^{24th} day of May, 2013 (the "Effective Date"), by and between M. NEAL ECKARD, RECEIVER FOR BRIAN HEAD RESORTS, LTD., a Utah limited partnership, ("Assignor") as authorized by that certain court order of Findings of Fact, Conclusions of Law, and Order Approving Sale of Assets entered May 13, 2013 in the matter entitled *Zions First National Bank v. Brian Head Ski, LTD., et al.*, Case No. 120902245 pending before the Third Judicial District Court in and for the State of Utah, and GRISSINGER HOLDINGS, LLC, a Missouri limited liability company ("Assignee").

RECITALS

A. Brian Head Resorts, LTD. is a party to that certain Easement Agreement dated September 8, 2008, with Griffin Holdings, LC, a Utah limited liability company, and recorded on September 30, 2008, as Entry No. 00578773, Book 1146, Page 935 in the Iron County Recorder's Office, (the "Easement") with respect to certain property located in Iron County, Utah, and more particularly described on **Exhibit A**.

B. Pursuant to that certain Asset Purchase Agreement, dated as of April 30, 2013, between Assignor and Assignee (as may have been amended from time to time, the "Agreement"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in certain real property benefitted by the Easement (the "Property Transfer") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the Easement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Incorporation. The recitals set forth are hereby incorporated herein and made a part hereof.
2. Assignment and Assumption. Effective as of the date hereof and to the extent assignable, Assignor hereby assigns, transfers, sets over and conveys to Assignee, and Assignee hereby accepts all of the Assignor's right, title and interest in and to the Easements and hereby assumes all Assignor's covenants, duties and obligations under the Easement and agrees to be bound by all of the terms, conditions, and provisions of such Easement.
3. Disclaimer. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THIS ASSIGNMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES. ASSIGNEE RELIES

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ON ITS OWN DUE DILIGENCE EFFORTS IN DETERMINING WHETHER OR NOT TO CONSUMMATE THIS ASSIGNMENT AND ACKNOWLEDGES THAT THE EASEMENT IS BEING ASSIGNED STRICTLY ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY OF ANY KIND.

4. Miscellaneous. Assignor and Assignee shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the laws of the State of Utah.

5. Counterpart Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. This Assignment may be executed by facsimile signature or other electronic transmission such as via email and such signatures shall constitute an original signature for all purposes.

[Signatures on following pages]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

M. Neal Eckard
M. Neal Eckard, solely in his capacity as Receiver for **BRIAN HEAD RESORTS, LTD.**, a Utah limited partnership

STATE OF Indiana)
) ss.
COUNTY OF Clinton)

Acknowledged before me on the 24 day of May, 2013, by M. Neal Eckard solely in his capacity as Receiver for BRIAN HEAD RESORTS, LTD., a Utah limited partnership.



Wendy Smith
Notary Public

ASSIGNEE:

GRISSINGER HOLDINGS, LLC, a Missouri limited liability company
John R. Grissinger
By: _____
John R. Grissinger, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me on the ____ day of _____, 2013, by John R. Grissinger, Manager of GRISSINGER HOLDINGS, LLC, a Missouri limited liability company.

Notary Public

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Exhibit A

(Legal Description of Brian Head Resorts' Parcel)

T35S, R9W, SLBM:

Sec. 24: SE 1/4 E 1/4

Sec. 25: NE 1/4 NW1/4, NE 1/4 NE 1/4, S 1/2 NE 1/4, and the S 1/2 of the entire section

Sec. 26: NE 1/4 SE 1/4

Sec. 35: E 1/2 SW 1/4, NE 1/4, SE 1/4, AND S 1/2 NW 1/4 less the NW corner of said 80 acre tract which abuts the right of way of SR 143 (approximately 3.0 acres)

Sec. 36: Entire Section

Containing 1,677 acres, more or less

Tax Identification Nos.: Comprising parts or all of:

C-1120-0000-0000

C-1121-0000-0000

C-1139-0001-0000

(Legal Description of Griffin's Parcel)

LOTS 7,8,9,10,11,13, AND 14; AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, AND RUNNING THENCE NORTH 0 11'42" EAST 290 FEET ALONG THE 1/16 SECTION LINE; THENCE SOUTH 89 11'05" EAST 130 FEET; THENCE SOUTH 0 11'42" WEST 290 FEET; THENCE NORTH 89 11'05" WEST 130 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LOTS 1 THROUGH 65 LOCATED WITHIN STEAM ENGINE MEADOWS SUBDIVISION, PHASE 1, AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE IRON COUNTY RECORDER'S OFFICE.

EXCEPTING THEREFROM ALL MINERALS, GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME.

Tax Identification No.: A-1164-0000-0000

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