

**EXHIBIT N**

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**ASSIGNMENT AND ASSUMPTION OF GOLF MANAGEMENT LICENSE  
AND SERVICES AGREEMENT FOR WILDCREEK GOLF COURSE**

THIS ASSIGNMENT AND ASSUMPTION OF GOLF MANAGEMENT LICENSE AND SERVICES AGREEMENT FOR WILDCREEK GOLF COURSE (this “Assignment”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by the RENO-SPARKS CONVENTION AND VISITORS’ AUTHORITY, a County Fair and Recreation Board created pursuant to NRS Chapter 244A (“RSCVA”), and WASHOE COUNTY, a political subdivision of the State of Nevada (“Washoe County”).

**RECITALS:**

A. RSCVA is a party to and presently has certain rights under that certain Golf Management License and Services Agreement, by and between the RSCVA and Golf at Wildcreek, LLC, a Nevada limited liability company (“Contractor”) dated as of April 30, 2018 (the “Golf Management Agreement”). A copy of the Golf Management Agreement is attached hereto and incorporated herein by this reference as Exhibit A. Capitalized terms utilized herein and not otherwise defined shall have the meaning ascribed to such terms in the Golf Management Agreement.

B. The Golf Management Agreement provides that the Contractor is to provide certain services in relation to the operation and maintenance of the Golf Course. Upon the conveyance of the Real Property upon which the Golf Course is located to Washoe County, the Agreement provides that the RSCVA is entitled to assign its interest in the Agreement to Washoe County without the necessity of obtaining the consent or approval of the Contractor.

C. Pursuant to that certain Cooperative Agreement for Wildcreek Golf Course Property dated \_\_\_\_\_, 2019, by and among the RSCVA, Washoe County and the Washoe County School District (the “Cooperative Agreement”), the RSCVA is conveying the Real Property to Washoe County. As such, the RSCVA and Washoe County are entering into this Assignment for the purpose of assigning all of the RSCVA’s right, title and interest in and to the Golf Management Agreement to Washoe County.

NOW, THEREFORE, in order to carry out the terms of the Cooperative Agreement, and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RSCVA and Washoe County hereby agree as follows:

1. Assignment. RSCVA hereby assigns, transfers and conveys to Washoe County, all of RSCVA’s right, title, and interest in and to the Golf Management Agreement.
2. Assumption. Washoe County hereby accepts such assignment of the Golf Management Agreement and, in addition, (i) assumes and agrees to be bound by all of the terms of the Golf Management Agreement, and (ii) agrees to keep, perform, fulfill, and observe all of the terms, covenants, obligations, agreements and conditions required to be kept, performed, fulfilled, and

observed by RSCVA under, or with respect to, the Golf Management Agreement from and after the execution and delivery of this Assignment by RSCVA and Washoe County.

3. Indemnification of RSCVA. Washoe County hereby agrees to indemnify, defend, and hold RSCVA harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly arising out of or based upon the failure of Washoe County to keep, perform, fulfill, and observe all of the terms, covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, or observed by RSCVA under, or with respect to, the Golf Management Agreement from and after the execution and delivery of this Assignment by RSCVA and Washoe County.

4. Indemnification of Washoe County. RSCVA hereby agrees to indemnify, defend, and hold Washoe County harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly arising out of or based upon the failure of RSCVA to keep, perform, fulfill, and observe all of the terms covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, or observed by RSCVA under, or with respect to, the Golf Management Agreement prior to the execution and delivery of this Assignment by RSCVA and Washoe County.

5. Golf Management Agreement Payments. All amounts payable by RSCVA or to RSCVA under or pursuant to the Golf Management Agreement shall be prorated as between RSCVA and Washoe County as of the date of this Assignment.

6. Further Assurances. RSCVA hereby covenants that it will, at any time and from time to time following a written request therefor, execute and deliver to Washoe County and its successors and assigns, any additional or confirmatory instruments and take such further acts as Washoe County may reasonably request to evidence fully the assignment contained herein.

7. Appointment. RSCVA hereby irrevocably appoints Washoe County and its successors and assigns, as the true and lawful attorney and agent of RSCVA, in RSCVA's name and stead, to enforce the provisions of the Golf Management Agreement.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Nevada.

10. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

[Signature page follows]

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**“RSCVA”**

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY, a County Fair and Recreation Board created pursuant to Nevada Revised Statutes Chapter 244A

By: \_\_\_\_\_  
Philip DeLone  
Its: President/CEO

**“WASHOE COUNTY”**

WASHOE COUNTY, a political subdivision of the State of Nevada

By: \_\_\_\_\_  
Marsha Berkbigler  
Chairperson  
Board of County Commissioners