

GENERAL ASSIGNMENT

This General Assignment (this "**Assignment**") is executed this 23rd day of March, 2006 by Garden of Champions LLC, a California limited liability company ("**Assignor**") in favor of City of Indian Wells, a charter city duly organized under the Constitution and laws of the State of California ("**Assignee**"), with reference to the following facts:

A. Pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions ("**Agreement**") dated of even date herewith, Assignor has agreed to convey that certain real property (and all rights, easements, privileges, tenements, hereditaments, appurtenances, reversions, remainders, licenses and benefits appurtenant, belonging to or running with said land, collectively, the "**Land**") to Assignee subject to and in accordance with the terms and conditions set forth therein.

B. Pursuant to the Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in (i) all plans and specifications, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy that specifically relate to the Land and exist under applicable law as of the date hereof (including, but not limited to, those relative to the environmental or physical condition of the Land), (ii) all other intangible property that specifically relates to such land (collectively, the "**Intangible Property**"), subject to any rights of consent as provided therein.

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

1. Assignment of Intangible Property. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all of the Intangible Property.
2. Acceptance and Assumption of Liabilities. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all obligations with respect thereto which arise from and after the Effective Date
3. Effective Date. The "**Effective Date**" of this Assignment shall be the date that Assignee acquires title in and to the real property described on Exhibit A attached hereto as evidenced by a deed recorded in the Official Records of Riverside County, California.
4. Consistency with Agreement. Nothing in this Assignment shall be construed to modify or limit any provisions in the Agreement and in the event of any inconsistency between this Assignment and the Agreement, the latter shall govern and control.
5. "As-Is". Except as otherwise expressly provided in the Agreement to the contrary, the Intangible Property are transferred hereunder "as-is" without warranty or representation of any kind whatsoever, either express or implied.
6. Inurement. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, and their respective assigns and successors in interest.
7. Governing Law. This Assignment shall be governed by and construed in accordance

with the laws of the State of California.

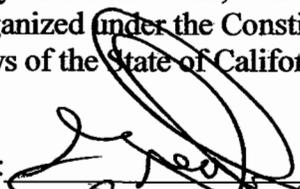
8. Counterparts. This Assignment may be signed by the parties in different counterparts and the signature pages combined to create a document binding on all parties.

9. Indemnification. Each party hereto shall indemnify and hold the other party harmless from and against any third-party claim, or other similar expense or loss (including reasonable attorney's fees) suffered by such other Party caused by or arising from that party's breach of the terms, conditions or covenants contained herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

City of Indian Wells, a charter city duly organized under the Constitution and laws of the State of California

By: 
Name: Greg Johnson
Title: City Manager

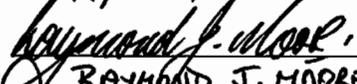
Garden of Champions LLC, a California limited liability company
BY PM SPORTS LAND, LLC, MEMBER
BY AMKAY, LLC, MEMBER
By: 
Name: RAYMOND J. MOORE
Title: MEMBER

EXHIBIT A TO GENERAL ASSIGNMENT

[SEE ATTACHED]

EXHIBIT A
CITY PARCEL

Parcel A in the City of Indian Wells, County of Riverside, State of California, as shown on Lot Line Adjustment 07-05-04 recorded March 10, 2006 as Instrument No. 2006-0174897, Records of Riverside County, California.