

ASSIGNMENT OF LESSOR'S
INTEREST IN LEASES AND RENTS

This Assignment of Lessor's Interest in Leases and Rents is made as of the 16th day of May, 1984, by SAIDA OF NEVADA, INC., a Nevada corporation (hereinafter called "Assignor"), to FIRST FINANCIAL CAPITAL MANAGEMENT CORPORATION (hereinafter called "Assignee").

1. Assignment. Assignor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey, assign, transfer, set over and deliver unto Assignee the following:

(a) All time interval or other sales agreements, all leases, written or oral, now in existence or hereafter arising, and all other agreements relating to all or any portion of the property (the "Property") described on "Exhibit A" attached hereto and incorporated herein by reference together with all the right, power and authority of Assignor, except in the ordinary course of Assignor's business (but subject to the limitations hereinafter imposed), to alter, modify or change the terms of such sales agreements, leases and agreements or to surrender, cancel or terminate such sales agreements, leases and agreements without the prior written consent of Assignee and together with any and all extensions and renewals thereof (all of such sales agreements, leases, agreements and tenancies being hereinafter collectively called the "Contracts");

(b) Any and all guarantees of obligations under any of such Contracts;

(c) The immediate and continuing right, exercisable upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), to collect and receive all of the purchase price payments, rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (whether upon any applicable period of redemption, or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Contracts, or from or out of the Property or any part thereof, including, but not limited to: cash and deferred purchase price payments, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, premiums payable by any party upon the exercise of a cancellation privilege provided for in any Contract

and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property together with any and all rights and claims of any kind which Assignor may have against any party under any Contract or any subtenants or occupants of the Property (all such money, rights and claims being hereinafter collectively called the "Rents"), LESS AND EXCEPTING THEREFROM, HOWEVER, any sums which by the express provisions of any Contract are payable directly to any governmental authority.

Subject in all respects, however, to the limited license granted herein by Assignee to Assignor to collect and receive the Rents.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, to secure the payment by Assignor to Assignee of the following described obligations (collectively, the "Obligation"):

(a) The payment and performance by Assignor of all of its obligations to Assignee pursuant to the provisions of that certain Building Loan Agreement (the "Loan Agreement"), dated of even date herewith, between Assignor as the Borrower and Assignee as the Lender, pertaining to a loan (the "Loan") in the principal sum of Five Million Seven Hundred Thousand and Zero/100 Dollars (\$5,700,000), and the Note of Assignor mentioned therein, or pursuant to any document, instrument or certificate executed or delivered to Assignee in accordance with the requirement of such Loan Agreement or pertaining to the indebtedness constituting such Loan (collectively, the "Loan Documents");

(b) All costs incurred by Assignee to obtain, preserve and enforce this Assignment, collect the Obligation and maintain and preserve the Contracts and the Rents including specifically, but without limitation, Assignee's reasonable attorneys' fees, disbursements and legal expenses;

(c) Interest on the Obligation at the rate provided in the Loan Agreement and the Loan Documents.

2. Assignor's Warranties and Representations.

(a) Ownership of Contracts and Rents. Assignor is the owner in fee simple absolute of the Property subject to Permitted Encumbrances as defined in the Loan Agreement and has good title to the Contracts and Rents and all requisite right, power and authority to assign the Contracts and Rents and no other person, firm or corporation has any right, title or interest therein.

(b) No Default. Assignor has duly and punctually performed all and singular the terms, covenants, conditions and

warranties of the Contracts on Assignor's part to be kept, observed and performed; and the parties thereunder are not in default of any of the terms or provisions of the respective Contracts.

(c) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Contracts or the Rents, whether now due or hereafter to become due; the Rents now due or to become due for any periods subsequent to the date hereof have not been and will not be collected more than thirty (30) days in advance and payment thereof has not been and will not be anticipated, waived or released, discounted, set off or otherwise discharged or compromised; Assignor has not received any funds or deposits under any Contract for which credit has not already been made on account of accrued Rents other than security deposits or earnest money payments.

3. Assignor's Covenants and Agreements.

(a) Performance. Assignor shall observe, perform and discharge duly and punctually all of the obligations, terms, covenants, conditions and warranties of the Loan Agreement and all Loan Documents referred to therein, and of the Contracts, and Assignor shall give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same.

(b) Notification to Parties. Upon an Event of Default as defined in Section 4 below, Assignor shall notify and direct in writing each and every present or future party under a Contract or occupant of the Property or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee, as the case may be.

(c) Enforcement. Assignor shall enforce or secure in the name of Assignee the performance of each and every obligation, term, covenant, condition and agreement in the Contracts by any party to be performed and Assignor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Contracts or the obligations, duties or liabilities of Assignor and any party thereunder, and upon request by Assignee, Assignor will do so in the name and on behalf of Assignee but at the expense of Assignor, and Assignor shall pay all costs and expenses of Assignee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Assignee may appear. In the event of the refusal or failure of Assignor to defend any such action or proceeding, Assignee may take any and all steps, including making any payments, it may deem necessary to resolve such action or proceeding.

(d) Modification of Contracts. Upon an Event of Default as defined in Section 4 below, or upon the occurrence of any act or thing which upon the lapse of time or giving of notice would constitute such Event of Default, Assignor shall not cancel, terminate or consent to any surrender of any Contract or commence any action of ejectment or any summary proceedings for dispossession of the lessee under any Contract or exercise any right of recapture provided in any Contract, nor modify or in any way alter the terms thereof.

4. Default. The term Event of Default as used herein shall mean any Default as defined in the Loan Agreement.

5. License. Provided that there exists no Event of Default, Assignor shall have the right under a license granted hereby and Assignee hereby grants to Assignor a license (but limited as provided in Section 6 hereof) to collect upon, but not prior to accrual, all of the Rents arising from or out of the Contracts or any renewals or extensions thereof, or from or out of the Property or any part thereof, and Assignor shall receive such Rents and hold the same as well as the right and license to receive such Rents as a trust fund from which Assignor hereby covenants to apply (subject to any contrary provisions of the Deed of Trust):

(a) First, to the payment of taxes and assessments upon the Property before payment of penalty or interest are due thereon;

(b) Second, to the cost of such insurance, maintenance and repairs as may be required by the terms of the Loan Agreement and the Loan Documents;

(c) Third, to the payment of interest and principal becoming due on the Loan;

all prior to the application by Assignee of the Rents for any other purposes. Upon the sale and conveyance by Assignor or its successors or assigns of the fee title to the Property, all right, title and interest and powers granted under the license granted herein shall be automatically transferred and inure to the benefit of and may be exercised by each such subsequent owner.

6. Remedies. Upon or at any time after the occurrence of an Event of Default, Assignee at its option shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies:

(a) to terminate the license granted to Assignor to collect the Rents and then and thereafter, without taking possession, in Assignor's name or in its own name, to demand, collect, receive, sue for, attach and levy the Rents, and to give proper receipts, releases and acquittances therefor, and, after deducting all necessary and proper costs and expenses of operation and collection as determined by Assignee, including reasonable attorney's fees, to apply the net proceeds thereof together with any funds of Assignor deposited with Assignee in reduction or payment of the obligation in such order of priority as Assignee may, in its sole discretion, determine;

(b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies contained in the Loan Documents; and

(c) without regard to the adequacy of the security, and with or without any action or proceeding through any person or by any agent, or by the Trustee under the Deed of Trust (described in the Loan Agreement), or by a receiver to be appointed by court order and irrespective of Assignor's possession, then or thereafter to enter upon, take possession of, manage and operate the Property or any part thereof; make, modify, enforce, cancel or accept surrender of any Contract now in effect or hereafter in effect on the Property or any part thereof; remove and evict any lessee; increase or decrease Rents under any Contract; decorate, clean and repair, and otherwise do any act or incur any cost or expense which Assignee might deem reasonably necessary to protect the security hereof, as fully and to the same extent as Assignor could do if in possession; and in such event to apply the Rents so collected to the operation and management of the Property, but in such order of priority as Assignee shall deem proper, and including the payment of reasonable management, brokerage and attorney's fees and disbursements and payment of the Obligation and to the establishment and maintenance, without interest, of a reserve for replacement.

7. Exculpation of Assignee. The acceptance by Assignee of this Assignment with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Property by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession" nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Contracts, the Rents or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Contract or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any party and not assigned and delivered to Assignee, or to collect any Rents or take any other action for the benefit of Assignor, nor shall

Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property.

8. No Waiver or Election of Remedies.

(a) Waiver. Neither the collection of the Rents and application as provided for in this Assignment nor the entry upon and taking possession of the Property by Assignee shall be deemed to cure or waive any default or waive, modify or affect any notice of default under the Loan Agreement or any Loan Document or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee, once exercised, shall continue for so long as the default remains uncured by Assignor. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(b) Election of Remedies. The failure of Assignee to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right and nothing herein contained nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies, a waiver by Assignee of any of its rights and remedies under any other Loan Document or under the law. The right of Assignee to collect and enforce the payment and performance of the Obligation and to enforce any other security therefor may be exercised by Assignee, either prior to or simultaneously with or subsequent to any action taken hereunder. Assignee shall, however, in no event have any obligation to collect any Rents or to make or perform any Contract with respect to the Property.

9. Appointment of Attorney-in-Fact.

Rents. Assignor hereby constitutes and appoints Assignee the true and lawful attorney, coupled with an interest, of Assignor, which appointment shall be exercisable upon an Event of Default, and in the name, place and stead of Assignor, to demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise by any party under any Contract of a privilege of cancellation originally provided in such Contract and to give proper receipts, release and acquittances therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Obligation selected by Assignee notwithstanding the fact that such portion of the Obligation may not then be due and payable or that such portion of the Obligation is otherwise adequately secured, and Assignor does hereby authorize and direct any such party to

deliver such payment to Assignee in accordance with this Assignment, and Assignor hereby ratifies and confirms all that its said attorney, Assignee, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, so long as any part of the Obligation remains unpaid and undischarged.

10. Delivery of Contracts - Further Acts and Assurances. Until the Obligation shall have been paid in full and discharged, Assignor will deliver to Assignee upon Assignee's request photographic reproductions of executed originals of all existing and all other and future Contracts when executed upon all or any part of the Property and Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time or times, any and all assignments and other documents and instruments which Assignee may deem advisable to carry out the true purposes and intent of this Assignment.

11. Continuation, Termination, Partial Release. Upon payment and discharge in full of the Obligation and of all sums payable hereunder, this Assignment shall become and be void and of no force or effect, but the affidavit, certificate, letter or statement of any officer of Assignee stating that any part of the Obligation remains unpaid and undischarged shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation may and is hereby authorized to rely thereon. If the Deed of Trust is released from any time-share interval in the Property, this Assignment shall be deemed released from said time-share interval without further act, but Assignee agrees upon request to confirm sum release. Written demand by Assignee delivered to any party for payment of Rents by reason of the occurrence of any default claimed by Assignee shall be sufficient evidence of each such party's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by Assignor. Assignor hereby indemnifies and agrees to hold each party free and harmless from and against all liability, loss, cost, damage or expense suffered or incurred by such party by reason of its compliance with any demand for payment of Rents made by Assignee contemplated by the preceding sentence.

12. Notices. All notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be given in the manner provided in the Loan Agreement.

13. Parties Bound. The terms, covenants, conditions and warranties contained herein and the powers granted hereby

shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, all parties to Contracts and all subsequent owners of the Property and all subsequent holders of the Obligation.

14. Modifications. No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provision so modified or limited and signed by both Assignor and Assignee, nor by course of conduct, usage of trade, or by the law merchant.

15. Headings. The headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

16. Applicable Law. This Assignment shall be construed according to the laws of the State of Nevada.

SAIDA OF NEVADA, INC.

By Philip Schwab
Its President Philip Schwab

And Frank A. Bailey
Its Vice President
Frank A. Bailey

101359

STATE OF Nevada)
) ss.
COUNTY OF Carson City

On May 16th, 1984, personally appeared before me, a notary public, Philip Schwab, President, and Frank A. Bailey, Vice President of Saida of Nevada, Inc., a Nevada corporation, who acknowledged to me that they executed the foregoing instrument on behalf of the corporation.

Carol MacLeod
Notary Public



COPY

101359

EXHIBIT "A"

Units 1 through 24 as set forth on the Condominium Map of Lot 50, Tahoe Village No. 1, filed as the Seventh Amended Map of Tahoe Village Unit No. 1, on April 14, 1982, as Document No. 66838, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 24/24ths interest in and to those areas set forth as Common Areas as set forth on said Seventh Amended Map of Tahoe Village Unit No. 1 on April 14, 1982, Document No. 66838, Official Records of Douglas County, State of Nevada.

COPY

REQUESTED BY
SILVER STATE TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
#14.00 PR
1984 MAY 25 PM 3:46

SUZANNE BEAUDREAU
RECORDER
Betty Henderson
Dej

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