

APN No. 1320-08-410-006

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WHEN RECORDED, MAIL TO:

Colonial Bank, N.A.
901 North Stewart Street
Carson City, Nevada 89701

WERNER CHRISTEN
RECORDER

\$21⁰⁰ PAID *KJ* DEPUTY

Loan no. 8037012823-1

90037-SLG

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made as of the 29 day of July, 2004, by **ALBERT R. SHANKLE and SUSAN SHANKLE**, husband and wife (collectively, the "Assignor") to **COLONIAL BANK, N.A.** (the "Assignee").

WITNESSETH:

WHEREAS, to evidence a loan (the "Loan"), evidenced by a Construction/Permanent Loan Agreement of even date herewith (the "Loan Agreement"), Assignor has made and delivered to Assignee a Promissory Note Secured By Deed of Trust of even date herewith (the "Note") in the principal amount of \$2,400,000.00, payable monthly, with interest as therein expressed, and Assignor has executed and delivered a Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents ("Deed of Trust") to secure the Note and creating a lien on Assignor's interest in certain real property situate in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, including the improvements now or hereafter constructed thereon and the easements, rights and appurtenances thereunto belonging, all of which are hereinafter called the "Premises"; and

1

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

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WHEREAS, Assignee has required the assignment hereafter made as a condition to making the above loan;

NOW, THEREFORE, for value received, subject to the license reserved in the Deed of Trust, Assignor hereby collaterally grants, transfers, assigns, and sets over to Assignee all rents, issues, and profits of and from the Premises, and in and to all leases ("leases") now or hereafter existing, of all or any part of the Premises.

Without limiting the generality of the foregoing, it is agreed as follows:

1. Assignor collaterally grants, transfers, and assigns to Assignee all assignor's right, title, and interest in and to the leases and in and to the right to use and possess the Premises, including any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of any lease whether written or oral, or any letting or any agreement for the use or occupancy of any part of the Premises which may heretofore have been or which may hereafter be made or agreed to between the Assignor or which may be made or agreed to by the Assignee its successors or assigns, under the powers herein granted and any tenant or occupant of all or any part of the Premises for the purposes of securing:

(a) Payment of the Note and any extensions, modifications, or renewals thereof.

(b) Payment of all other sums with interest thereon becoming due and payable to Assignee under the terms hereof and as set forth in the Note and Deed of Trust.

(c) Performance and discharge of each and every term, provision, condition, obligation, covenant, and agreement of Assignor herein and as set forth in the Note, the Deed of Trust, the Loan Agreement and other loan documents executed in connection with the Loan.

2. Assignor represents that (a) Assignor is the lessor under the terms and provisions of any existing lease, either as the named lessor or as successor in interest to the named lessor; (b) the existing leases, if any, are not in default; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the term of the Loan be sold, assigned, transferred, or set over by Assignor or any other person or persons taking under or through Assignor, except subject to this assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

2

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3. Assignor will from time to time execute any and all instruments requested by Assignee in order to effectuate this assignment and to accomplish any of the purposes that are necessary or appropriate in connection with this assignment including without limitations, specific assignments of any lease or agreement relating to the use and occupancy of the Premises or to any part thereof now or hereafter in effect and not specifically defined herein as an existing lease, as may be necessary or desirable in Assignee's opinion in order to constitute the same an existing lease hereunder.

4. This assignment shall in no way operate to restrict or prevent Assignee from pursuing any remedy which it may now or hereafter have because of any present or future breach of the terms or conditions of the Note, the Deed of Trust, the Loan Agreement or other loan documents.

5. Assignee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, power, and authority are herein granted; and Assignee shall not be responsible for or liable under any of the agreements undertaken or obligations imposed upon the lessor under the leases or other agreements with respect to the Premises.

6. Assignee shall be accountable only for such cash as it receives under the terms of this assignment.

7. Assignee's failure to do any of the things or exercise any of the rights, interests, powers, and authority granted hereunder shall not be construed as a waiver of any of the rights, interests, powers, or authorities assigned and granted to the Assignee under this assignment.

8. Assignee may assign this assignment and the rights accruing hereunder to any subsequent assignee and holder of the Note and Deed of Trust.

9. The parties agree that this assignment is effective as of the date hereof, and that upon demand made by the Assignee on the lessee under the leases or on any person liable for any of the rents, issues, and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues, and profits shall, and is hereby authorized and directed to pay to or upon Assignee's order, and without any inquiry of any nature, all rents then or thereafter accruing under the leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay, rents, issues, or profits in connection with the Premises.

10. As long as Assignor is not in default (subject to any applicable notice requirement and opportunity to cure) in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant, or agreement contained herein or in the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, by accepting the benefits

of this Assignment (even though Assignee has not executed this Assignment) Assignee agrees not to demand from any lessee under the leases or from any other persons liable therefor, any of the rents, issues, or profits hereby assigned but grants Assignor a license to collect all such rents, issues, and profits from the Premises and the leases on but not prior to accrual and to retain and enjoy the same, provided, however, that notwithstanding the provisions of this section, all lessees under the leases and all persons liable for rents, issues, and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this assignment without reference to whether or not the same is made in accordance with this section.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured by the Deed of Trust, or in the performance of any term, provision, condition, obligation, covenants, or agreement contained herein or in the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, and after the expiration of any period of grace, if any, with respect to any such default provided for in the Note, or Deed of Trust, Assignee may declare all sums secured hereby immediately due and payable and may, at the Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court enter upon, take possession of, and manage and operate the Premises and each and every part thereof, and in connection therewith, Assignee may make, cancel, endorse, and modify leases (including the existing lease); fix or modify rents; repair, maintain, and improve the Premises; employ contractors, subcontractors, and workmen in and about the Premises; obtain and evict tenants; in its own name, sue for or otherwise collect or reserve any and all rents, issues, and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Premises for the protection thereof and of the Assignee's rights hereunder or under the Note and Deed of Trust, and any and all amounts expended by Assignee in connection with the foregoing shall constitute an additional indebtedness secured hereby. Assignee shall apply any moneys collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises; the collection of rents, issues, and profits; the exercise of any rights hereinabove specified; and the application of collections, as aforesaid, shall not cure, waive, modify, or affect any default hereunder or under the Note or Deed of Trust.

12. All tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the existing lease) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity or the amount of indebtedness owing to Assignee or the existence of any default hereunder or under the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, or the application to be made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor as to any such tenant or occupant of the Premises. Checks for all or any part of the rental collected under this assignment of rents and leases shall be made to the exclusive order of the Assignee.

13. Assignee shall not be obligated to perform or discharge any obligation, duty, or liability under the leases, nor shall this assignment operate to place upon the Assignee responsibility for the control, operation, management, or repair of the Premises or the carrying out of any of the terms and conditions of the leases; nor shall this assignment operate to make the Assignee liable for any waste committed on the Premises by the lessee under any lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises, resulting in loss, injury, or death to any tenant, licensee, employee, invitee, or stranger.

14. Assignor shall, and does hereby agree to, indemnify and hold Assignee harmless of and from any and all liability, loss, or damage which it may or might incur under the leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the leases. Should Assignee incur any such liability, loss, or damage under the leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon Assignor's failure to do so, the Assignee may declare all sums thereby immediately due and payable.

15. Assignee has not received, nor have any securities deposited by any lessee with the lessor under the terms of existing leases been transferred to Assignee; and the Assignee assumes no responsibility or liability for any securities so deposited.

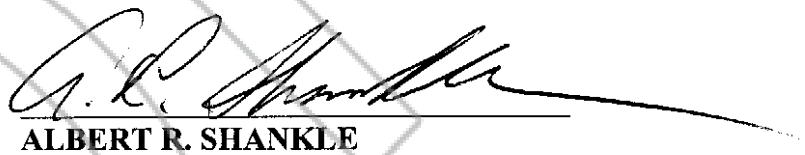
16. Assignor has not and will not accept rent in advance under any leases of all or any part of the Premises except only monthly rents for current months which may be paid in advance.

17. Assignor shall cause copies of this assignment to be served upon the lessees under the leases at Assignor's sole cost and expense, and will cause this assignment to be recorded and filed and rerecorded and refiled in each and every public office in which said filing and recording may be necessary to constitute record notice of this assignment and the terms and provisions hereof as applicable to the Premises.

18. Upon payment in full of all indebtedness and on the performance of all the obligations secured hereby, this assignment shall become null and void and of no effect.

19. This assignment is binding upon and inures to the benefit of the parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Assignor," as used herein, shall include each Assignor whose name appears below, severally and all such assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors, and assigns. The term, "Assignee," as used herein, shall include the named Assignee and all said Assignee's successors and assigns, including each and every person or entity who or which from time to time, becomes owner and holder of the Note and Deed of Trust, and such successors and assigns shall have, hold, and enjoy all of the rights, and benefits hereby afforded and conferred upon the named Assignee as fully and with the same effect as if such successors and assigns were by name herein designated as Assignee.

IN WITNESS WHEREOF, the Assignor has executed this assignment as of the day, month, and year, first-above written.

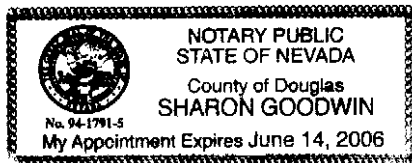

ALBERT R. SHANKLE



SUSAN SHANKLE

"Assignor"

STATE OF NEVADA)
)ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on 7-29-04, 2004, by Albert R. Shankle.

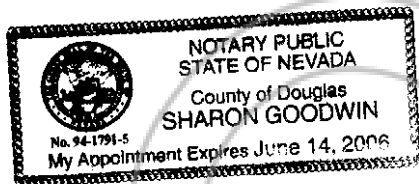


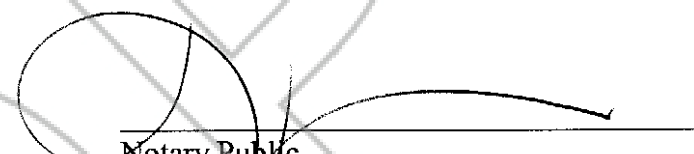


Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on 7-29-04, 2004, by Susan Shankle.





Notary Public
My Commission Expires: _____

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Legal Description

All that real property situate in the County of Douglas , State of Nevada, described as follows:

All that portion of Block "B" of **MERIDIAN BUSINESS PARK, PHASE 1**, as shown on that Record of Survey #6 for Meridian Business Park, filed in the Office of the County Recorder of Douglas County, State of Nevada, on October 9, 1992, in Book 1092, Page 1545, Document No. 290399, more particularly described as follows:

Beginning at the Northeast corner of Lot 3 as shown on said Record of Survey #6;
thence North $87^{\circ}44'13''$ East 213.98 feet;
thence South $42^{\circ}22'22''$ East 425.01 feet;
thence along a curve concave to the North with a radius of 385.85 feet, a central angle of $75^{\circ}23'05''$ and an arc length of 507.67 feet, the chord of which bears South $77^{\circ}59'42''$ West 471.83 feet;
thence North $64^{\circ}18'46''$ West 42.98 feet;
thence North $00^{\circ}03'04''$ East, 385.05" feet to the POINT OF BEGINNING.

The basis of bearing of this survey is identical with that of Meridian Business Park, Phase I, filed for record on June 15, 1989, in Book 689, Page 1931, Document No. 204160, being the bearing the bearing "North $89^{\circ}46'14''$ East" along the Southerly right-of-way line of Airport Road.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain GRANT DEED, recorded in the office of the County Recorder of Douglas County, Nevada on December 18, 1997, in Book No. 1297, Page 3637 as Document No. 0428752, of Official Records.

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