



(The undersigned certifies that this document does not include any social security numbers.)

Assessor's Parcel Number(s):

Recording Requested by and  
When Recorded Mail to:

BANK OF NEVADA  
2700 West Sahara Avenue  
Las Vegas, Nevada 89102  
Attention: Commercial Real Estate

Mail all real property tax notices to:

HUTT AVIATION, INC., a Nevada corporation  
1151 Airport Road  
P.O. Box 2950  
Minden, Nevada 89423  
Attention: President  
070801181 WB

**ASSIGNMENT OF RENTS AND LEASES**

This **ASSIGNMENT OF RENTS AND LEASES**, made and effective as of December 18, 2007, by Hutt Aviation, Inc., a Nevada corporation ("**Assignor**") to BANK OF NEVADA ("**Assignee**").

**WITNESSETH:**

**A.** To evidence and secure a loan ("**Loan**"), Assignor has made and delivered to Assignee a Promissory Note of even date herewith ("**Note**") in the principal amount of \$1,760,000.00, payable monthly, with interest as therein expressed, and Assignor has executed and delivered a Deed of Trust and Security Agreement With Assignment of Rents and Fixture Filing of even date herewith ("**Deed of Trust**") to secure the Note and creating a lien on Assignor's interest in certain real property situate in Clark 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

**B.** Assignee has required the assignment hereafter made as a condition to making the above loan;

**NOW, THEREFORE**, for value received, Assignor hereby absolutely and irrevocably grants, transfers, assigns, and sets over to Assignee all rents, issues, and profits of and from the

Premises, and in and to all leases now or hereafter existing, of all or any part of the Premises ("Leases").

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

1. Assignor absolutely and irrevocably 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, without limitation, any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of all present and future leases, between Assignor, as landlord, and any and all tenants 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, and all other loan documents executed in connection with the Loan.

2. Assignor represents that (a) Assignor is the lessor under the terms and provisions of the Leases; (b) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (c) 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 (d) 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.

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, or any other document executed in connection with the loan.

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; 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, upon written notice to Assignor.

9. The parties agree that this Assignment is a present and irrevocable Assignment and 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 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, or any other loan documents executed in connection with the Loan, 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.

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, or any 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, to the extent permitted by applicable law, 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, assign and modify leases (including the Leases); 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 is set forth in Note and the Deed of Trust. 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 any existing lease) are hereby authorized to recognize the claims and demands of Assignee and may do so 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 or Deed of Trust, 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 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 the 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. Upon the occurrence of an Event of Default, defined in the Note and Deed of Trust, 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 re-recorded and re-filed 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. This Assignment may be executed in counterpart.

[Signature page to follow.]







**EXHIBIT "A"**

The land referred to herein is situated in the State of Nevada, county of DOUGLAS, described as follows:

**PARCEL A: AMENDED LLO89**

LEASEHOLD ESTATE as created by that certain lease made by and between DOUGLAS COUNTY, as lessor, and HUTT AVIATION, INC. as lessee, for the term and upon the terms and conditions contained in said First Amended Lease between Douglas County and Hutt Aviation, Inc. LL089 thereof recorded April 18, 2007 in Book 0407, at Page 5681, as Document No. 699394, Official Records of Douglas County, Nevada.

**PARCEL 1 OF PARCEL A:**

A parcel of land located within portions of Sections 8 and 17, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at Douglas County Airport Control Monument No. 2 as shown on Amended Record of Survey #14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533;

hence South 23 1/2° West, 371 feet to the POINT OF BEGINNING; thence South 44°28'58" East, 368.67 feet; thence South 45°31'02" West, 456.33 feet; thence North 44°28'58" West, 368.67 feet; thence North 45°31'02" East, 456.33 feet to the POINT OF BEGINNING.

The Basis of Bearing of this description is the Amended Record of Survey #14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533.

No field survey was performed for this description. The positions of the taxiway centerlines were determined by aerial photography, and the lease lines were established 66 feet from the centerlines of taxiways "C" and "D", and 45 feet from the centerline of taxiway "E".

**PARCEL 2 OF PARCEL A:**

Non-exclusive rights of access to and use of all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas, reasonable access from the premises, and air control facilities, as more fully set forth in the Airport Lease between Douglas County and Hutt Aviation, Inc (Tenant) , recorded, October 7, 1998 in Book 1098, Page 1237 as Document No. 451206, Official Records of Douglas County, Nevada.



PARCEL B LL088

LEASEHOLD ESTATE as created by that certain lease made by and between DOUGLAS COUNTY, as lessor, and HUTT AVIATION, INC., as lessee, for the term and upon the terms and conditions contained in First Amended Lease between Douglas County and Hutt Aviation, Inc. LL088, thereof recorded April 18, 2007 in Book 0407, at Page 5653, as Document No. 699393, Official Records of Douglas County, Nevada, and Various further recorded amendments, thereto.

PARCEL 1 OF PARCEL B:

All that certain real property situate within a portion of the Southeast  $\frac{1}{4}$  of Section 8, Township 13 North, Range 20 East, M.D.M., more particularly described as follows:

Commencing at Douglas County Airport Control Monument No. 2 as shown on Amended Record of Survey No. 14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533;

thence South 45°31'02" West, 181.46 feet to the POINT OF BEGINNING; thence continuing South 45°31'02" West 389.00 feet; thence North 44°28'58" West 357.00 feet; thence North 45°31'02" East, 154.59 feet; thence North 44°28'58" West, 142.79 feet; thence North 45°31'02" East, 234.41 feet; thence South 44°28'58" East, 499.79 feet to the POINT OF BEGINNING.

PARCEL 2 OF PARCEL B:

Commencing at Douglas County Airport Control Monument No. 2 as shown on Amended Record of Survey No. 14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533, the POINT OF BEGINNING.

thence South 45°31'02" West, 141.46 feet; thence North 44°28'58" West, 141.78 feet; thence North 45°31'02" East, 210.66 feet; thence South 44°28'58" East, 141.78 feet; thence South 45°31'02" West, 69.20 feet to the POINT OF BEGINNING.

PARCEL 3 OF PARCEL B:

Non-exclusive appurtenant rights of access to and use of all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the landing areas, taxi area, reasonable access from the premises, and air control facilities, as more fully set forth in the First Amended Lease between Douglas County and Hutt Aviation, Inc., LLO88, recorded April 18, 2007 in Book 0407, Page 5653, as Document No. 699393, Official Records, Douglas County, Nevada.

PARCEL C LL092





LEASEHOLD ESTATE created by that certain lease made by and between Douglas County, by the Douglas County Board of Commissioners (Landlord) and Hutt Aviation, Inc. (Tenant) for the term and upon the terms and conditions contained therein recorded April 18, 2007 in Book 0407, at Page 5690 as Document No. 699395, Official Records of Douglas County, Nevada.

PARCEL 1 OF PARCEL C:

Commencing at Douglas County Airport Control Monument No. 2 as shown on Record of Survey #14 for Douglas County, recorded December 12, 1985, in Book 1285 at Page 933 as Document No. 128085, Official Records of Douglas County, Nevada;

thence South 82°15'29" West, 1206.37 feet to a point, said point being the TRUE POINT OF BEGINNING. Thence South 89°58'54" West, 115.76 feet; thence North 00°37'18" East, 82.50 feet; thence South 89°25'44" East, 114.88 feet; thence South 00°00'15" West 81.31 feet to the TRUE POINT OF BEGINNING.

PARCEL 2 OF PARCEL C:

Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the road areas between premises and runway as set forth in the Lease between Douglas County and Hutt Aviation, Inc. LL092, filed for record April 18, 2007 in Book 0407, at Page 5690 as Document No. 699395, Official Records, Douglas County, Nevada

