DOUGLAS COUNTY, NV

2017-907612

Rec:\$35.00 Total:\$35.00

12/04/2017 10:51 AM

COMMUNITY NATIONAL BANK

Pgs=18

Assessor's parcel number: 1320-30-802-624



KAREN ELLISON, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain any personal information about any person(s) as defined by NRS 603A-040 on the document.

Print name & title PAFSY KASKY V. P

Return to: Loan Department, Community National Bank and

Trust

120 E Madison Ave, PO Box 447,

Iola, KS 66749

Prepared By: Loan Department, Community National Bank and Trust, 120 E Madison Ave, PO Box 447, Iola, KS 66749

Space Above This Line For Recording Data

ASSIGNMENT OF LEASES AND RENTS

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is 11-16-2017. The parties and their addresses are:

ASSIGNOR:

1652 HIGHWAY 395 MINDEN RE-I LLC A Nevada Limited Liability Company 11004 ROMAGNOLA CT **RENO, NV 89511**

O'CATHAIN GROUP LTD Nevada Assignment of Leases and Rents

KS/4patl@CHA000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers SystemsTM



LENDER:

COMMUNITY NATIONAL BANK AND TRUST

Organized and existing under the laws of the United States of America 120 E Madison Ave, PO Box 447 Iola, KS 66749

- 1. **DEFINITIONS**. For the purposes of this document, the following term has the following meaning.
 - A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Assignment at any one time and from time to time will not exceed \$1,306,001.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.
- 3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Assignment will secure each of the following:
 - A. Specific Debts. This Assignment, and one or more of the debts secured by this Assignment, contains a future advance provision governed by Nev. Rev. Stat. §§ 106.300 to 106.400, inclusive. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated November 16, 2017, **See Attached List

aa.

B. Future Advances. All future advances from Lender to O'CATHAIN GROUP LTD, O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUST, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF MINDEN LLC, SDI OF FALLON LLC, 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN and ESTATE OF QUINN MICHAEL CAIN A MINOR WARD under the Specific Debts executed by O'CATHAIN GROUP LTD, O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUST, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF MINDEN LLC, SDI OF FALLON LLC, 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN and ESTATE OF QUINN MICHAEL CAIN A MINOR WARD in favor of Lender after this Assignment. If more than one person signs this Assignment, each agrees that this Assignment will secure all future advances that are given to O'CATHAIN GROUP LTD, O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUST, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF

O'CATHAIN GROUP LTD

Nevada Assignment of Leases and Rents

KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services © 1996, 2017

Page 2

Bankers SystemsTM

MINDEN LLC, SDI OF FALLON LLC, 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN and ESTATE OF QUINN MICHAEL CAIN A MINOR WARD either individually or with others who may not sign this Assignment. All future advances are secured by this Assignment even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All Debts. All present and future debts from O'CATHAIN GROUP LTD, O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUST, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF MINDEN LLC, SDI OF FALLON LLC. 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN and ESTATE OF QUINN MICHAEL CAIN A MINOR WARD to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
- D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment when the evidence of indebtedness specifically states that it is secured by this Assignment.
- 4. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby assign, grant and convey to Lender as additional security all the right, title and interest in the following (Property).
 - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA00000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers Systems TM

- **B.** Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).
- C. The term Property as used in this Assignment shall include the following described real property:

ALL THAT REAL PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY NEVADA DESCRIBED AS FOLLOWS;

PARCEL 3, AS SET FORTH ON PARCEL MAP FOR BANK BUILDING, INC., FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON NOVEMBER 25, 1991, IN BOOK 1191, PAGE 4010, AS DOCUMENT NO. 265804.

REFERENCE IS MADE TO RECORD OF SURVEY RECORDED MARCH 20, 2003 IN BOOK 0303, AT PAGE 8642, AS DOCUMENT NO. 570468.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO DOUGLAS COUNTY, NEVADA BY CERTAIN GRANT BARGAIN AND SALE DEED RECORDED AUGUST 15, 2007 UNDER RECORDING NUMBER 707524 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THAT PORTION OF THE SOUTHEAST QUARTER OF SSECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW;

THE NORTHWESTERLY 30.00 FEET OF PARCEL 3 AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FOR BANK BUILDING INC., RECORDED IN BOOK 1191 AT PAGE 4010 AS DOCUMENT NO. 265804 IN THE OFFICIAL RECORDS OF SAID DOUGLAS COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 31, 20213 IN BOOK 1213 OF OFFICIAL RECORDS, PAGE 5704, AS INSTRUMENT NO. 836194, DOUGLAS COUNTY, NEVADA.

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers SystemsTM

The property is located in 0 County at 1652 US HWY 395, MINDEN, Nevada 89423.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

- **5. PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.
- 6. COLLECTION OF RENTS. Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied in such order as Lender may elect to the expenses of enforcing this Assignment including without limitation reasonable attorneys' fees and costs, to reimbursement of any expenses incurred by Lender to protect, valuate, appraise or maintain the Property, to payment of the Secured Debts, and to payments to such other persons as may be entitled thereto.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

- 7. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.
- 8. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders,

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA00000000001413175N

Wolters Kluwer Financial Services [©]1996, 2017 Bankers SystemsTM

attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- **B.** Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services [©]1996, 2017 Bankers SystemsTM

- **G.** Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.
- L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 9. CONDEMNATION. Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

- 10. APPOINTMENT OF A RECEIVER. On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.
- 11. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 12. TRANSFER OF AN INTEREST IN THE ASSIGNOR. If Assignor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Assignor is sold or transferred.
 - **B.** There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

- 13. WARRANTIES AND REPRESENTATIONS. Assignor makes to Lender the following warranties and representations which will continue as long as this Assignment is in effect:
 - A. Power. Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.
 - **B.** Authority. The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

O'CATHAIN GROUP LTD

Nevada Assignment of Leases and Rents KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers Systems TM

- C. Name and Place of Business. Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.
- **D. Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant and convey to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.
- E. Recordation. Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.
- F. Default. No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.
- **G. Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).
- H. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.
- 14. COVENANTS. Assignor agrees to the following covenants:
 - A. Rent Abatement and Insurance. When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.
 - B. Copies of Leases. Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.
 - C. Right To Rents. After default and Lender taking the appropriate affirmative action, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents.
 - **D. Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers SystemsTM

- E. Lease Modification. Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.
- F. Encumbrance. Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.
- **G. Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.
- **H. Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.
- I. Prosecution and Defense of Claims. Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.
- J. Liability and Indemnification. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.
- **K. Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.
- L. Insolvency. Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.
- 15. DEFAULT. Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. Assignor fails to make a payment in full when due.
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents

KS/4patl@CHA00000000001413175N

Wolters Kluwer Financial Services ©1996, 2017

for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

- **C. Business Termination.** Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.
- E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.
- **G. Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.
- **I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
- **K. Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Material Change. Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.
- N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
- **16. REMEDIES.** After Assignor defaults, Lender may at Lender's option do any one or more of the following.
 - A. Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services [©]1996, 2017 Bankers SystemsTM

- **B.** Additional Security. Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
- C. Sources. Lender may use any and all remedies Lender has under Nevada or federal law or in any document relating to the Secured Debts.
- D. Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
- E. Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.
- F. Rents. Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.
- G. Entry. Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

- H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 17. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all

O'CATHAIN GROUP LTD

Nevada Assignment of Leases and Rents KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers SystemsTM

payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

- 18. WAIVERS. Except to the extent prohibited by law, Assignor waives all appraisement and homestead exemption rights relating to the Property.
- 19. FIXTURE FILING. Assignor gives to Lender a security interest in all goods that Assignor owns now or in the future and that are or will become fixtures related to the Property. This Assignment constitutes a financing statement and is to be recorded in the real estate records.
- 20. PERSONAL PROPERTY. Assignor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Assignor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- 21. APPLICABLE LAW. This Assignment is governed by the laws of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

- 23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.
- 25. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.
- 26. WAIVER OF JURY TRIAL. All of the parties to this Assignment knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Assignment or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:

iditori.
1652 HIGHWAY 395 MINDEN RE-LLL6
aller Caller
CONTRACTOR OF COLORS AND
By TAYLOR MABLE CAIN TRUST U/S/6 OF THE MDC LIVING TRUST, hundre
Member Member
By ////
CHARLES M CAIN as Trustee under the TAYLOR MARIE CAIN TRUST
VISH6 OF THE MDC LIVING TRUST, Trust, dated August 9, 2016
By IAN NOLLER CAIN TRUST U/S/6 OF THE MDC LIVING TRUST, Member
Ву
CHARLES MACAIN as Trustee under the IAN NOLLER CAIN TRUST U/S/6
OF THE MIDC LIVING TRUST, Trust, dated August 9, 2016
BY QUINN MICHAEL CAIN TRUST U/S/6 OF THE MDC LIVING TRUST,
Member / //
By
CHARLES M CAIN as Trustee under the QUINN MICHAEL CAIN TRUST
(Uplif OF THE MDC LIVING TRUST, Trust, dated August 9, 2016

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services [©]1996, 2017 Bankers SystemsTM

ACKNOWLEDGMENT.

STATE OF NEVADA, COUNTY OF Lashe ss.
This instrument was acknowledged before me this day of
Youmbo, 2011 by , Taylor Cain, manager/member, landler Cain, member, of O'CATHAIN GROUP LTD.
My commission expires: $9-9-2021$
1 aut Im
MARGARITE L. ROMA Notary Public - State of Nevada Appointment Recorded in Washoe County No: 01-711042 - Expires September 9, 2021
10.0171042 - Charles esbenned a const
STATE OF NEVADA COUNTY OF (1) OF SS.
This instrument was acknowledged before me this day of by Charles M Cain, Manager, Charles M Cain as Guardian of the Estate of Quinn Michael Cain, a Minor Ward, Charles M Cain as Trustee of the
Taylor Marie Cain Trust U/S/6 of THE MDC LIVING TRUST dated 8-9-2016, Charles M Cain as Trustee of the Ian Noller Cain Trust U/S/6 of THE MDC LIVING TRUST dated
8-9-2016, Charles M Cain as Trustee of the Quinn Michael Cain Trust U/S/6 of THE MDC LIVING TRUST dated MDC LIVING TRUST dated 8-9-2016, of O'CATHAIN GROUP LTD.
My commission expires: $99-309$
MARGARITE L. ROMA (Notary Public) Notary Public - State of Nevada
Appointment Recorded in Washoe County No: 01-71104-2 - Expires September 9, 2021
O'CATHAIN GROUP LTD

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers SystemsTM

REQUEST FOR RECONVEYANCE (Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Assignment. Said note or notes, together with all other indebtedness secured by this Assignment, have been paid in full. You are hereby directed to cancel this Assignment, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Assignment to the person or persons legally entitled thereto.

(Authorized Lender Signature)

(Date)

O'CATHAIN GROUP LTD
Nevada Assignment of Leases and Rents
KS/4patl@CHA0000000001413175N

Wolters Kluwer Financial Services ©1996, 2017 Bankers SystemsTM

***Attachment List

Dated; __11-16-2017__ from O'CATHAIN GROUP LTD, O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUSTDATED 8-9-16, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF MINDEN LLC, SDI OF FALLON LLC, 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN AND ESTATE OF QUINN MICHAEL CAIN, A MINOR WARD (BORROWER) TO LENDER, WITH A LOAN AMOUNT OF \$2,082610.15 AND MATURING ON November 1, 2024.

DATED; _11-16-2017_ FROM O'CATHAIN GROUP LTD, O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUST DATED 8-9-16, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF MINDEN LLC, SDI OF FALLON LLC, 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN AND ESTATE OF QUINN MICHAEL CAIN, A MINOR WARD (BORROWER) TO LENDER, WITH LOAN AMOUNT OF \$426062.50 AND MATURING ON November 1, 2024.

DATED; _11-16-2017_ FROM O'CATHAIN OPERATING GROUP LTD, THE MDC LIVING TRUST DATED 8-9-16, SDI OF RENO LLC, SDI OF SPANISH SPRINGS LLC, SDI OF MINDEN LLC, SDI OF FALLON LLC, 1652 HIGHWAY 395 MINDEN RE-I LLC, TAYLOR M CAIN, IAN N CAIN AND ESTATE OF QUINN MICHAEL CAIN, A MINOR WARD (BORROWER) TO LENDER, WITH LOAN AMOUNT OF \$701750.00 AND MATURING ON November 01, 2027.

DATED: OCTOBER 9, 2015 FROM SDI OF MINDEN LLC, THE MDC LIVING TRUST DATED 8-9-2016 (BORROWER) TO LENDER, WITH A LOAN AMOUNT OF \$570267.66 MATURING ON OCTOBER 6, 2022.

DATED; MARCH 10, 2015 FROM 165 HIGHWAY 395 MINDEN RE-I LLC, THE MDC LIVING TRUST DATED 8-9-2016 (BORROWER) TO LENDER, WITH A LOAN AMOUNT OF \$1,308,001.00 AND MATURING ON MARCH 1, 2023.