


MTC 133950AM
When recorded mail to:

2017-006489
Klamath County, Oregon
06/13/2017 03:57:01 PM
Fee: \$107.00

First Hawaiian Bank
Commercial Loan Center
2339 Kamehameha Hwy.
Honolulu, Hawaii 96819

ASSIGNMENT OF LEASES AND RENTS
(Klamath Falls, Oregon)

Borrower

Kazi Restaurants of Hawaii, Inc.
Kasi Foods Corp. of Hawaii
560 N. Nimitz Highway, Suite 214
Honolulu, Hawaii 96817

Lender

First Hawaiian Bank
Kapiolani Banking Center
1580 Kapiolani Blvd.
Honolulu, Hawaii 96814

Grantor

Kazi Management VI, LLC
560 N. Nimitz Highway, Suite 214
Honolulu, Hawaii 96817

THIS ASSIGNMENT OF LEASES AND RENTS IS DATED March 31, 2017, between borrower ("Borrower"), grantor ("Grantor"), and lender ("Lender") identified above.

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to all Leases and the Rents from the Property located on the real property described as:

Lots 7 and 8 in Block 1 of TRACT 1174, COLLEGE INDUSTRIAL PARK, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Lots 14 and 15 in Block 1 of TRACT 1174, COLLEGE INDUSTRIAL PARK, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The NW 1/4 of the SW 1/4 of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM that portion lying within TRACT 1174, COLLEGE INDUSTRIAL PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING that portion lying within the Uhrmann Road, Northern Heights Boulevard and Century Drive right of ways.

AND that portion of the SW 1/4 SW 1/4 of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northwesterly of Northern Heights Boulevard.

TOGETHER WITH terms and provisions of an Agreement for Easement dated April 15, 1997 and recorded April 17, 1997 in Volume M97, page 11621, Microfilm Records of Klamath County, Oregon, wherein Danoc Corporation, an Oregon corporation is Grantor and Daryl J. Kollman and Marta C. Kollman are Grantees.

This is an absolute assignment of Leases and Rents made in connection with an obligation secured by real property. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Leases and Rents between Grantor and Lender and includes without limitation all assignments and security interest provisions relating to the Rents.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and all other credit facilities from Lender to Borrower and any amounts expended or advanced by Lender to discharge obligations of Borrower or Grantor or expenses incurred by Lender to enforce obligations of Borrower or Grantor under this Agreement or any of the Related Documents, together with interest on such amounts as provided in the Note. The word "Indebtedness" also includes all other obligations, debts, and liabilities of Borrower or Grantor to Lender, or any one or more of them, as well as all claims by Lender against Borrower or Grantor, or any one or more of them; that are now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether Borrower or Grantor may be obligated as a guarantor, surety, or otherwise, whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable and includes all additional sums due Lender under the terms of the Note.

Leases. The word "Leases" means all leases, subleases, tenancies, licenses, occupancy agreements, or agreements to lease all or any portion of the Real Property, together with any extensions, renewals, amendments, modifications, or replacements thereof, and any options, rights of first refusal, or guaranties of any tenant's obligations under any lease now or hereafter in effect.

Loan Agreement. The words "Loan Agreement" mean the Loan Agreement dated on or about October 5, 2016, between Borrower and Lender, together with all amendments thereto, and unless

the context indicates otherwise, all other ancillary document associated with the Loan as defined therein.

Note. The word "Note" means the Amended and Restated Term Loan Promissory Note dated on or about March 31, 2017, in the principal amount of \$5,750,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note, if not sooner paid, is October 3, 2021.

Property. The word "Property" means the real property and all improvements thereon described above.

Real Property. The words "Real Property" mean the property, interests, and rights described above.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Leases or ownership of the Property, whether due now or later, including without limitation all awards and payments of any kind derived from or relating to the Leases, the proceeds of any rental or loss of rents insurance and all security deposits, excluding any income arising from services rendered or goods sold by Grantor.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. To the extent legally permissible, Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Grantor agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they become due, and Grantor shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

CROSS-COLLATERALIZATION. In addition to the promissory note and other documents referenced in the definition of Related Documents set forth above, this instrument secures all obligations, debts, and liabilities, plus interest thereon and all other amounts identified in the Related Documents, owed by Grantor, Guarantor, or any affiliates thereof to Lender as well as all claims by Lender against Grantor,

Guarantor, or any one or more of them or any affiliates thereof (including without limitation all loan identified in the definition of Note above), whether now existing or hereafter arising, whether related or unrelated to the purpose of the promissory note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether Grantor, Guarantor, any affiliates thereof, or any one or more of them may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party, or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS.

With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Leases and Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Leases and Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and Rents except as provided in this Assignment.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time upon an Event of Default under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with applicable state laws and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Borrower pays all of the Indebtedness when due, and Borrower and Grantor otherwise perform all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will be (a) payable on demand, (b) added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) treated as a balloon payment that will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

EVENTS OF DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this instrument (capitalized terms may be defined in the Loan Agreement or other Related Documents):

Default on Indebtedness. Borrower fails to make any payment when due under the Note or Indebtedness, and such default shall not have been cured within ten (10) days after the same becomes due.

Other Default. Failure of Borrower or Grantor to comply with or to perform when due any other term, obligation, covenant, or condition contained in this instrument or in any of the Related Documents. If any failure other than a failure to pay money is curable, it may be cured (and no Event of Default will have occurred) if Borrower or Grantor, as the case may be, after delivery of written notice from Lender demanding cure of such failure (a) cures the failure within twenty (20) days.

Breaches. Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower or Grantor under this instrument or the Related Documents is, or at the time made or furnished was, false in any material respect.

Cross-Default. Failure of Borrower, Grantor, Guarantor, or any affiliate thereof to comply with or to perform when due any term, obligation, covenant, or condition contained in any instrument or agreement with Lender relating to the Indebtedness.

Default under Loan Agreement. The occurrence of an Event of Default as set forth in the Loan Agreement.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts with Lender. This Event of Default shall not apply, however, if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim that is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender funds or a surety bond for the creditor or forfeiture proceedings, in an amount determined by Lender in its sole discretion as being an adequate reserve or bond for the dispute.

Sale of Property. Except as otherwise provided in this instrument, sale, transfer, hypothecation, assignment, or conveyance of the Property or any portion thereof or interest therein by Borrower or Grantor to a third party without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion.

Other Liens or Encumbrances. There shall exist any mortgage, security interest, charge or any mechanics, materialmen, laborers, tax, statutory, or other lien or charge on the Property prior to, on a parity with or junior to, the lien and security interest of this instrument except liens for taxes and assessments not yet payable or payable without penalty so long as payable, without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion.

Condemnation. All or any material portion of the collateral for the Indebtedness is condemned, seized, or appropriated without compensation and Borrower or Grantor shall not, within thirty days after such condemnation, seizure, or appropriation, initiate and thereafter diligently prosecute appropriate action to contest in good faith the validity of such condemnation, seizure, or appropriation.

Events Affecting Guarantor. Any Guarantor seeks, claims, or otherwise attempts to limit, modify, or revoke the Guarantor's guaranty with Lender or any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, the license granted to Grantor to collect the Rents shall be automatically and immediately revoked without further

notice to or demand upon Grantor, and Lender shall have the right, without further notice to or demand upon Grantor, and in Lender's absolute discretion, to exercise any one or more of the following rights and remedies:

Take Possession. Without regard to the adequacy of any security, and with or without appointment of a receiver, Lender may enter upon and take possession of the Property; have, hold, manage, lease and operate the same, and collect, in its own name or in the name of Grantor, and receive all Rents accrued but unpaid and in arrears as of the date of such Event of Default, as well as the Rents which thereafter become due and payable; and have full power to make from time to time all alterations, renovations, repairs or replacements to the Real Property as Lender may deem proper. Lender may notify the tenants under the Leases, or any property manager or rental agent under any contract with Grantor, to pay all Rents directly to Lender. Grantor shall pay to Lender on demand any Rents collected by Grantor after the revocation of the license granted to Grantor. Grantor hereby irrevocably authorizes and directs the tenants under the Leases, and any property manager or rental agent under any contract, upon receipt of written notice from Lender, to pay all Rents due to Lender without the necessity of any inquiry to Grantor and without any liability respecting the determination of the actual existence of any Event of Default claimed by Lender or any claim by Grantor to the contrary. Grantor further agrees that it shall facilitate in all reasonable ways Lender's collection of the Rents and will, upon Lender's request, execute and deliver a written notice to each tenant under the Leases, or any property manager or rental agent under any contract, directing such parties to pay the Rents to Lender. Grantor shall have no right or claim against any parties to any Lease or contract who make payment to Lender after receipt of written notice from Lender requesting same.

Application of Rents. Lender may apply such Rents to the payment of: (a) the Indebtedness, together with all costs and attorney fees; (b) all taxes, charges, claims, assessments, water rents, sewer rents and any other liens which may be prior in lien or payment to the Indebtedness.

Collect and Enforce Leases. Lender may: (a) endorse as Grantor's attorney-in-fact the name of Grantor or any subsequent owner of the Real Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (b) give proper receipts, release and acquittances in relation thereto in the name of Grantor; (c) institute, prosecute, settle or compromise any summary or legal proceedings in the name of Grantor for the recovery of the Rents, or for damage to the Property, or for the abatement of any nuisance thereon; and (d) defend any legal proceedings brought against Grantor arising out of the operation of the Real Property.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Manage the Property. Lender may, at its election, but shall not be obligated to (a) perform any of Grantor's obligations under the Leases (provided, however, that Grantor shall remain liable for such obligations notwithstanding such election by Lender), (b) exercise any of Grantor's rights, powers, or privileges under the Leases; (c) modify, cancel, or renew existing Leases or make concessions to the tenants thereto, (d) execute new Leases for all or any portion of the Property, and (e) take such other action as Lender may have taken with respect to the Leases.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action

to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorney Fees and Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorney fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney fees and legal expenses whether or not there is a lawsuit, including attorney fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Governing Law. This instrument shall be governed by, construed and enforced in accordance with the laws of Oregon to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property. The loan transaction evidenced by the Note and this instrument (which secures the Note) has been applied for, considered, approved, and made in Hawaii. **EXCEPT AS NECESSARY FOR ENFORCEMENT OF LENDER'S RIGHTS IN OREGON UNDER THIS INSTRUMENT, IF THERE IS A LAWSUIT GRANTOR AND BORROWER AGREE UPON LENDER'S REQUEST TO SUBMIT TO THE JURISDICTION OF THE APPROPRIATE STATE OR FEDERAL COURT SITTING IN HONOLULU, HAWAII. LENDER, GRANTOR AND BORROWER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY LENDER, GRANTOR, OR BORROWER AGAINST THE OTHER.**

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

Negotiation. This Assignment and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Assignment shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

Authority of Signer. Where any one or more of the parties are corporations or partnerships or limited liability companies, it is not necessary for Lender to inquire into the powers of any of the

parties or of the officers, directors, partners, agents, managers or members acting or purporting to act on their behalf.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement that has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Notices. All notices required to be given under this Assignment shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor or Borrower, notice to any Grantor or Borrower will constitute notice to all Grantors and Borrowers. For notice purposes, Grantor or Borrower agrees to keep Lender informed at all times of Grantor's or Borrower's current address(es).

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of any applicable homestead exemption laws as to all Indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

BORROWER AND GRANTOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF LEASES AND RENTS AND JOINTLY AND SEVERALLY AGREE TO ITS TERMS.

Borrower

KAZI RESTAURANTS OF HAWAII, INC.,
a Hawaii corporation

By: [Signature]
Name: Zubair Kazi
Title: President

Grantor

KAZI MANAGEMENT VI, LLC,
a Virgin Islands limited liability company

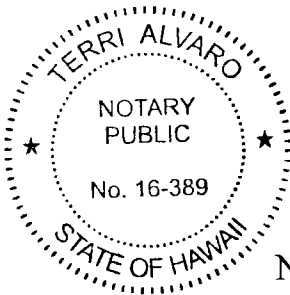
By: [Signature]
Name: Zubair Kazi
Title: Manager

KAZI FOODS CORP. OF HAWAII,
a Hawaii corporation

By: [Signature]
Name: Zubair Kazi
Title: President

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On MAR 28 2017, 2017, before me personally appeared Zubair Kazi
_____, to me personally known, who, being by me duly sworn or affirmed, did
say that such person executed the foregoing instrument as the free act and deed of such person, and if
applicable in the capacity shown, having been duly authorized to execute such instrument in such
capacity.



Terri Alvaro
Printed Name: **Terri Alvaro**
Notary Public, State of Hawai'i
My Commission Expires: NOV 20 2020

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: ASSIGNMENT OF LEASES AND RENTS

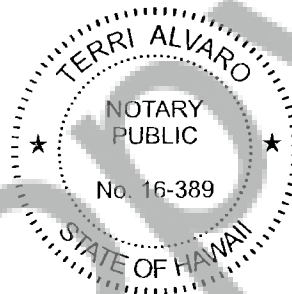
Date of Document: undated No. of Pages: 13

First Circuit
(Jurisdiction of notary act)

Terri Alvaro
Signature of Notary

Terri Alvaro
Type or Print Name of Notary

MAR 28 2017
Date of Notary Certificate



(Official Stamp or Seal)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On _____, 2017, before me personally appeared _____
_____, to me personally known, who, being by me duly sworn or affirmed, did
say that such person executed the foregoing instrument as the free act and deed of such person, and if
applicable in the capacity shown, having been duly authorized to execute such instrument in such
capacity.

Printed Name: _____
Notary Public, State of Hawaii _____
My Commission Expires: _____

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: **ASSIGNMENT OF LEASES AND RENTS**

Date of Document: _____ No. of Pages: _____

First Circuit
(Jurisdiction of notary act)

Signature of Notary

Type or Print Name of Notary

Date of Notary Certificate

(Official Stamp or Seal)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On _____, 2017, before me personally appeared _____
_____, to me personally known, who, being by me duly sworn or affirmed, did
say that such person executed the foregoing instrument as the free act and deed of such person, and if
applicable in the capacity shown, having been duly authorized to execute such instrument in such
capacity.

Printed Name: _____
Notary Public, State of Hawai'i _____
My Commission Expires: _____

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: ASSIGNMENT OF LEASES AND RENTS

Date of Document: _____ No. of Pages: _____

First Circuit
(Jurisdiction of notary act)

Signature of Notary

Type or Print Name of Notary

Date of Notary Certificate

(Official Stamp or Seal)