

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT, is made this ___ day of _____, 2017, by the CITY OF MISSOULA, a municipal corporation organized and existing under the laws of the State of Montana (“CITY” or “Assignor”), to the MONTANA BOARD OF INVESTMENTS, an agency of the government of the State of Montana established pursuant to Mont. Code Ann. § 2-15-1808 (“MBOI” or “Assignee”).

WHEREAS, the CITY OF MISSOULA, a municipal corporation organized and existing under the laws of the State of Montana (the “Assignor”), has issued and delivered its Public Improvements Use Fee Note Number 724-9982 (Consumer Direct Holdings, Inc. Project), of even date herewith, in favor of the MONTANA BOARD OF INVESTMENTS (“MBOI”), in the principal amount of One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Twenty and no/100 Dollars (\$1,999,920); and

WHEREAS, the Assignor has entered into a Loan Agreement of even date herewith (as such may be amended or supplemented from time to time in accordance with its terms, the “Loan Agreement”), with MBOI pursuant to which the Assignor has agreed to borrow from MBOI the sum of One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Twenty and no/100 Dollars (\$1,999,920) (the “Loan”) for the purpose of financing the purchase of certain Public Improvements consisting of the approximately 3.51 acres of real property located in Missoula, Montana (as more specifically described in the Loan Agreement) to be leased to and occupied by CONSUMER DIRECT HOLDINGS, INC., a _____ Corporation (the “Corporation”); and

WHEREAS, in order to provide for the timely payment of the Loan, the Assignor has entered into a Public Improvements Use Fee Agreement with the Corporation, of even date herewith (the “Use Fee Agreement”), and has also entered into a Lease Agreement with Corporation (the “Lease”) pursuant to which the Corporation has agreed to pay Public Improvement Use Fees and, by credit for Use Fees paid, to pay Rent (as defined therein) in amounts and at times sufficient to repay the Board Loan when due; and

WHEREAS, under the terms of the Public Improvement Use Fee Agreement and Lease, the Assignor has authorized and directed the Corporation to pay the Public Improvement Use Fees and Rent directly to the MBOI; and

WHEREAS, the Assignor by separate instrument has assigned the Public Improvement Use Fee Agreement to MBOI and is desirous of further securing the Note issued to MBOI.

NOW, THEREFORE, in order to induce MBOI to make the Board Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer, assign, and set over unto the MBOI all of Assignor’s right, title and interest in the Lease Agreement between Assignor and the Corporation, including, but not limited to, the Assignor’s right to receive Rent. Notwithstanding the assignment of the Lease Agreement contained herein, the Assignor may continue to exercise its rights under the Lease, except any right to receive Rent payments thereunder, so long as Assignor is not in default under

its Loan Agreement and Note with MBOI, shall continue to perform its obligations under the Lease, and shall remain obligated to the Corporation under the Lease Agreement to perform all the duties and obligations of the Assignor thereunder to the same extent as if this Assignment had not been executed and MBOI shall have no liability with respect to such performance; but under no circumstances shall Assignor be obligated for repayment of the Loan except to the extent of the Public Improvements Use Fees provided in the Public Improvement Use Fee Agreement and to the extent of the Collateral and other security provided with respect to the Loan, as provided in the Loan Agreement. The Assignor represents and warrants to MBOI that the Assignor has the right to assign and transfer the Lease Agreement in the manner and form aforesaid and that its interest is free and clear of all charges and encumbrances.

Dated this ___ day of _____, 2017.

CITY OF MISSOULA

By: _____
Its: Mayor

MONTANA BOARD OF INVESTMENTS

By: Doug Hill
Its: Director of In-State Loan Programs