

5. That it has not collected, or accepted payment of rent under any of the Leases more than one month in advance.

6. That it shall not, without the prior written consent of Assignee, (i) execute any other assignment of the rents or any part thereof from the Premises, or (ii) execute any other Leases of any portion of the Premises, or (iii) terminate or consent to the cancellation or surrender of any Leases or tenancy of the Premises or of any part thereof, now existing or hereafter to be made, having an unexpired term of six (6) months or more, or (iv) modify, alter or amend any Lease or tenancy including so as without limitation, shortening the unexpired term thereof or decreasing the amount of the rents payable thereunder, or (v) accept prepayments more than 30 days prior to the due date of any installments of rents to become due and payable under any Leases or tenancies, except prepayments in the nature of security for the performance of the lessees thereunder, or (vi) consent to an assignment or subletting, in whole or in part, or (vii) cause or permit any Leases or tenancies to be subordinated to any lien on the Premises, except the lien of the Mortgage and Security Agreement, or (viii) in any other manner impair the value of the Premises or the security of Assignee for the payment of the principal of, and interest on, the Note.

7. That it shall and does hereby assign and transfer to the Assignee any and all subsequent leases and lease guaranties upon all or any part of the Premises and shall execute and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require or deem necessary.

8. That each of the Leases shall remain in full force and effect irrespective of any merger of the interests of the Lessor and Lessee under any of the Leases.

9. That it shall furnish to Assignee, within thirty (30) days after a request by Assignee to do so, a written statement containing the names of all lessees or occupants of the Premises, the terms of their respective Leases or tenancies, the spaces occupied and the rentals paid. If any of such Leases provide for the giving by the lessee of certificates with respect to the status of such Leases, Assignor shall exercise its right to request such certificates within five (5) days of any demand therefor by Assignee.

The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing until notified by the Assignee in writing that a default has occurred under the terms and conditions of the Note or Mortgage and Security Agreement or any other instrument constituting additional security for the Note, Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default in the Note or Mortgage and Security Agreement or any other instrument constituting additional security for the Note, Assignee may, at its option, receive and collect all such rents, income and profits as they become due, from such Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Notwithstanding anything to the contrary contained herein or in the Note, Mortgage and Security Agreement or any other instrument constituting security for the Note, from and after the Purchase Date, as defined in the Note, Assignor shall have no personal liability for the payment of this Note and Assignee agrees not to seek any damages or personal money judgment against Assignor for any default in the payment of the Note, but in such event Assignee will look solely to the security for the indebtedness evidenced hereby. Nothing herein contained shall be construed to prevent Assignee from exercising and enforcing all rights and remedies contained in the guaranty agreement dated of even date hereof given by Julian LaCraw, J. William Lovelace, Fredrick Deeb, Joseph J. Rodriguez and Lance McFaddin (the

(CONTINUED ON NEXT PAGE)

0.3.1.9

4328-RV-21