The Owner hereby covenants and warrants to Cameron-Brown that it has not executed any prior assignment of said lease or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent Cameron-Brown from operating under any of the terms and conditions of this assignment, or which would limit Cameron-Brown in such operation; and Owner further covenants and warrants to Cameron-Brown that it has not executed or granted any modification whatever of said lease, either orally or in writing, and that said lease is in full force and effect according to its original terms, and that there are no defaults now existing under said lease. Owner further covenants during thefull term of the loan in connection with which this assignment is made to comply with all the terms, conditions and covenants of the lease imposed upon the lessor so as to prevent any termination of the lease because of a default by the lessors.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the Owner has executed this assignment on this 23rd day of December 1965.

In the presence of:

NALLEY COMMERCIAL PROPERTIES, INC.

William M. Nagood III

Billie O Calman

Presiden

Secretary

(Continued on next page)