

4. Debtors hereby covenant, warrant and represent to BILLY JOE KENNEDY, that Debtors have not heretofore assigned, and, so long as the note or any part thereof shall remain unpaid, Debtors will not assign their interests as general partners in Bikeva Enterprises, a General Partnership; that Debtors have not performed any act or executed any instrument which might prevent or hinder BILLY JOE KENNEDY from obtaining, fully and completely, all of the benefits, rights, title and interest otherwise conferred or sought to be conferred upon BILLY JOE KENNEDY by this instrument; that Bikeva Enterprises, a General Partnership, is in full force and effect and in good standing in accordance with the provisions of all applicable laws, statutes, ordinances and regulations imposed upon it and duly enacted by any municipal, state, county, or federal governmental authority; and that there are no defaults existing under any obligation, whether oral or written, of Bikeva Enterprises.

5. Nothing contained herein shall be construed by or on behalf of Debtors or by any other party with which or whom Debtors and/or Bikeva Enterprises, a General Partnership, is a party as an assumption by BILLY JOE KENNEDY of any liability, obligation or responsibility of Debtors or Bikeva Enterprises, a General Partnership, and it is expressly understood and agreed that BILLY JOE KENNEDY, by the acceptance of this instrument, does not, directly or indirectly, assume any such liability, obligation or responsibility.

6. Debtors shall cause notice of this Agreement to be duly recorded with the Partnership and otherwise filed in order to fully perfect the assignment as herein made.

7. This Agreement, and all of the terms and provisions hereof, shall inure to the benefit of BILLY JOE KENNEDY, his heirs and assigns, and shall be binding upon Debtors and Bikeva Enterprises, a General Partnership, their and its heirs, successors

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