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COLLATERAL ASSIGNMENT OF RENTS

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOWN ALL MEN BY THESE PRESENTS:

THAT INDEPRO PROPERTY FUND I, L. P., a Delaware limited partnership, (hereinafter referred to as "Assignor"), in consideration of TEN AND NO/100 DOLLARS (\$10.00), paid by BTP CAPITAL CORP., a Texas corporation (hereinafter referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged by Assignor, hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all of the rights, interest and privileges, which Assignor has or may have in the leases now existing or hereafter made and affecting the real property described in Exhibit A attached hereto and the improvements located thereon (hereinafter referred to as the "Mortgaged Premises") or any part thereof, as said leases may have been, or may from time to time be hereafter, modified, extended or renewed, and all rents, incomes and profits due and becoming due therefrom. Assignor will, upon request of Assignee, execute assignments of any future leases affecting any part of said premises.

This Assignment is made as additional security for the payment of that one (1) certain wrap-around purchase money promissory note of even date herewith (hereinafter referred to as the "Note"), from Assignor to Assignee in the original principal sum of NINE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$9,250,000.00), which Note is secured by (i) the lien of a Wrap-Around Mortgage (hereinafter referred to as the "Mortgage"), of even date herewith from Assignor to Assignee, and (ii) the security interest of a Security Agreement (hereinafter referred to as the "Security Agreement") of even date herewith from Assignor to Assignee.

The acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of said Note, Mortgage and Security Agreement. It is expressly understood and agreed by the parties hereto that before default occurs under the terms of said Note, Mortgage and Security Agreement, Assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same. Anything to the contrary notwithstanding, (i) Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court and any all payments made by lessees in lieu of rent, and (ii) Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment; any such assignment and appointment to become operative upon any default in the performance of any of the terms and conditions of such Note and Mortgage and to remain in full force and effect so long as any such default continues.

Assignor shall not, without the prior written consent of Assignee, (i) pledge, transfer, mortgage or otherwise encumber or assign any of the leases assigned hereby, nor any of the rents, incomes, and profits due and becoming due therefrom, (ii) except in the ordinary

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