

2. Debtors covenant that they have not heretofore, nor will they hereafter, so long as the note or any part thereof remains unpaid, without the written permission of RICHARD D. VALLADAO; (a) alienate any asset of the Partnership; or (b) admit any additional general partners to the Partnership; or (c) agree to the transfer or assignment of any interests of the Debtors in said Partnership as the same now exists; or (d) knowingly allow or permit anything to be done which would cause a dissolution of the Partnership; or (e) modify or amend the Partnership Agreement in any manner whatsoever. And any of the above acts, if done without the express prior written consent of RICHARD D. VALLADAO, shall be null and void, and shall constitute a default of the note.

3. Unless and until default shall be made by the Debtors under the terms of said note or in any of the covenants or agreements made herein, Debtors may collect, receive and enjoy the rents, issues and profits accruing under, by, through and because of the Partnership in accordance with the terms and provisions of any legitimate business transaction to which the Partnership shall or may become involved. In the event of any default, as aforesaid, however, RICHARD D. VALLADAO may, upon written notice to Debtors and to the person, persons or entities then liable to pay same, receive and collect all rents, issues and profits thereunder, including any arrearage which may have accumulated prior to the giving of such notice and, further, pursue any and every other remedy to which RICHARD D. VALLADAO may be entitled in any court of competent jurisdiction, whether at law or in equity, to fully enforce the agreement of the Debtors as set forth and made herein.

4. Debtors hereby covenant, warrant and represent to RICHARD D. VALLADAO 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

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