

2. Debtor covenants that he has not heretofore, nor will he hereafter, so long as the note or any part thereof remains unpaid, without the written permission of Billy J. Kennedy;

(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 Debtor 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 Billy J. Kennedy, shall be null and void, and shall constitute a default of the note.

3. Unless and until default shall be made by the Debtor under the terms of said note or in any of the covenants or agreements made herein, Debtor 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 provision of any legitimate business transaction to which the Partnership shall or may become involved. In the event of any default, as aforesaid, however, Billy J. Kennedy may, upon written notice to Debtor 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 Billy J. Kennedy may be entitled in any court of competent jurisdiction, whether at law or in equity, to fully enforce the agreement of the Debtor as set forth and made herein.

4. Debtor hereby covenants, warrants and represents to Billy J. Kennedy, that Debtor has not heretofore assigned, and, so long as the note or any part thereof shall remain unpaid, Debtor will not assign, his interest as a general partner in D & L Properties, a General Partnership; that Debtor has not

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