

Assignee, after payment of all proper charges and expenses, including reasonable compensation to any managing agents as it shall select and employ and after the accumulation of a reserve to meet taxes, assessments, water rents, and fire and liability insurance in requisite amounts, shall credit the net amount of income received by it from the leases by virtue of this Assignment to any amounts due and owing to it by Assignor under the terms of the Note, Mortgage and Security Agreement, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Assignee. Assignee shall not be accountable for more monies than it has actually received from the leases, nor shall it be liable for failure to collect rents. Assignee shall make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection and delinquent rents shall be prosecuted.

Neither Assignor nor Assignor's successors or assigns shall be personally liable for the payment or performance of any obligation contained in the Note, this Assignment, or in any instrument securing the payment of the indebtedness evidenced by the Note and the sole remedy of Assignee for default of the payment or performance of any such obligation shall be the right of Assignee to foreclose any mortgage, or other security interest securing the payment thereof, it being the intent of this provision that no deficiency judgment shall be sought or taken against Assignor or Assignor's successors or assigns.

This Assignment applies to and binds the parties hereto and their respective successors and assigns, as well as any subsequent owner of the Mortgaged Premises and any Assignee of the Mortgage referred to herein.

EXECUTED as of the 29<sup>TH</sup> day of July, 1982.

INDEPRO PROPERTY FUND I, L. P., a  
Delaware limited partnership

By: INDEPRO PROPERTY FUND I CORP., a  
Delaware corporation (a general  
partner of Indepro Property  
Fund I, L. P.)

Signed, sealed and  
delivered in the  
presence of:

Richard J. Hylton

Jay B. Mitchell

By: Robert C. Weber  
Robert C. Weber, President

By: Richard A. McGill  
Richard A. McGill, Secretary