

Prior to actual entry and taking possession of the Property by Wildaire, this Assignment shall not operate to place responsibility for control, care, management or repair of the Property upon Wildaire, nor for the carrying out of any of the terms and provisions of a lease.

Should Wildaire incur any liability mentioned in this section, or loss or damage under a lease or under or by reason of this Assignment, or in the defense of any such claims or demands, Capital shall immediately upon demand reimburse Wildaire for the amount thereof, including costs and expenses and reasonable attorneys' fee, and Wildaire may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

15. SUCCESSORS. This Assignment shall be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Wildaire may assign its rights under this Assignment subject to the provisions hereof to any person of Wildaire's choosing and such third party shall have all the powers and rights of Assignee hereunder.

16. TERMINATION. Upon payment in full off the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the Mortgage, this Assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this Assignment of record.

IN WITNESS WHEREOF, Capital has executed this Assignment of Rents by its proper official thereunto authorized as of the date first above set forth.

IN THE PRESENCE OF:

Charles E. Murchison
James C. Blakey, Jr.

CAPITAL GROWTH CORPORATION,
 a Utah Corporation

By: *Samuel R. Black*