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GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

CONDITIONAL ASSIGNMENT OF RENTS AND LEASES

LA VISTA ASSOCIATES, LTD., a Florida limited partnership (herein referred to as "Assignor"), for valuable consideration, receipt of which is hereby acknowledged, hereby absolutely and irrevocably conveys, transfers and assigns unto CONSOLIDATED CAPITAL PROPERTIES, a California limited partnership (herein referred to as "Assignee") its successors and assigns, all of the rights and privileges which the Assignor, as lessor, has and may have in the leases (and rental agreements) now existing or hereafter made and affecting the real property described on Exhibit A attached hereto and made a part hereof, or any part thereof, (herein referred to as the "Property"), including, but not limited to the following:

A. All leases (including rental agreements and subleases) now in existence and all leases, rental agreements and subleases, which may be made by Assignor or any managing agent or affiliate of Assignor, for tenants leasing any of the Property, as the same may have been, or may from time to time be, hereafter modified, extended and renewed (herein collectively referred to as the "Leases").

B. All rents, income profits, security and other tenant deposits and other amounts due and becoming due under said Leases (herein collectively referred to as "Rents").

C. All guaranties of the aforesaid Leases including guaranties of tenant performance thereof.

D. All insurance proceeds, including rental loss coverage and business interruption coverage as to said Leases.

E. All awards or proceeds from any condemnation of the Property or any part thereof.

F. All judgments or settlements of claims in favor of Assignor and arising out of said Leases in any court proceeding, including any bankruptcy, reorganization, insolvency or debtor proceeding or case or otherwise.

The foregoing assignment, transfer and conveyance is intended to be and constitutes a present assignment, transfer and conveyance by Assignor to Assignee.

By this Assignment, Assignor and Assignee agree as follows:

1. This Assignment is made to secure the payment of a certain All-Inclusive Promissory Note, of even date herewith (and all extensions or modifications thereof) made by Assignor in favor of Assignee in the aggregate original principal amount of \$7,000,000.00 with interest as therein provided (herein collectively referred to as the "Note") and secured by an All-Inclusive Mortgage, Assignment of Rents and Security Agreement of even date therewith and recorded concurrently herewith (herein referred to as the "Mortgage"). The acceptance of this Assignment and the collection of Rents or the payments under the Leases hereby assigned shall not constitute a waiver of rights of the Assignee under the terms of the Note, the Mortgage securing same or the Leases assigned hereby.

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING RETURN TO:

Dirk Fulton, Esq.  
Consolidated Capital  
1900 Powell Street  
Suite 1000  
Emeryville, CA 94608

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