

Lender promptly of any default by Borrower under the Lease known to it or of which it receives notice from Lessor.

6. To induce Lender to accept this Assignment, Borrower does hereby represent, warrant and covenant as follows: (a) Borrower has accepted possession of the Leased Premises and is currently in sole, exclusive and peaceful possession thereof; (b) the Lease is presently in full force and effect in accordance with its terms; (c) no default in the obligations of Borrower has occurred under the Lease as of the date hereof (which has not been waived by Lessor and/or Mortgagee, as the case may be) and no event has occurred which, by the passage of time or the expiration of any grace period provided in the Lease, would constitute such a default; (d) no damage, destruction or condemnation has occurred with respect to the Leased Premises or any portion thereof from the date of execution of the Lease; (e) there has been no amendment, modification or addition to the Lease since the date of its execution and, hereafter, Borrower will not make or enter into any such amendment, modification or addition without giving prior written notice to and obtaining the prior written consent of Lender.

7. This Assignment shall inure to the benefit of, and bind the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, Borrower has set its hand and seal, as of the date first above written.

AS TO EACH SIGNER, SIGNED,
SEALED AND DELIVERED IN THE
PRESENCE OF:

W. Edward D. [Signature]
Gene A. Elleton

PATEWOOD OFFICE INVESTORS, A JOINT
VENTURE COMPRISED OF EASLAN CAPITAL,
INC. AND WESTMINSTER COMPANY

EASLAN CAPITAL, INC.

By:

Mark K. Stewart Vice President

WESTMINSTER COMPANY

By:

Harold W. [Signature]
SE Vice President

(CONTINUED ON NEXT PAGE)