

"Loan Agreement" shall mean that Loan Agreement, dated as of December 5, 1984 among the County, the Bank and the Partnership.

SECTION 2. CONDITIONAL ASSIGNMENT.

The Partnership does hereby assign to the County, its successors and assigns, and the County does hereby accept as collateral security for payment of certain of the Partnership's obligations, all and singular of the Partnership's rights, but none of its obligations, arising under that certain Lease dated as of December 5, 1984 by and between the Partnership and Harper Brothers, Inc. covering the real property described in the attached Schedule I.

This assignment is conditional so that the Partnership shall continue to enjoy all of the rights assigned unless and until there shall be an Event of Default under the Loan Agreement. This assignment is made upon the express condition that if the Partnership shall pay or cause to be paid all amounts payable to the County under the Partnership Note, the Loan Agreement and the Mortgage and Security Agreement, then this assignment shall cease and be discharged. Otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the Partnership and the County have caused these presents to be duly executed and sealed, all as of the 5th day of December, 1984.

Witnesses:

Carl Muller

Barbara J. Neade

LATONE PARTNERSHIP

By: J. C. Howe

By: J. Caldwell Harper
Being all of the partners

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