

Assessor's Parcel No. 1220-04-501-016

Recording Requested By
and When Recorded Return to:

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ASSIGNMENT OF LEASES AND RENTS

HART ESTATE INVESTMENT COMPANY, A CALIFORNIA
GENERAL PARTNERSHIP, AGNES H. GABRIELSEN
AND DONLON H. GABRIELSEN,
BORROWER,

FOR THE BENEFIT OF

SUN LIFE ASSURANCE COMPANY OF CANADA,
LENDER

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ASSIGNMENT OF LEASES AND RENTS

Cover Sheet

Date: March 20, 2003

Borrower: Hart Estate Investment Company, a California general partnership,
Agnes H. Gabrielsen and Donlon H. Gabrielsen

Borrower's Notice Address:

c/o Gabrielsen & Company
711 Grand Avenue, Suite 100
San Rafael, CA 94901

Lender: Sun Life Assurance Company of Canada, a Canadian corporation, together with
other holders from time to time of the Note (as herein defined).

Lender's Notice Address: c/o Sun Life of Canada
One Sun Life Executive Park
Wellesley Hills, Massachusetts 02481
Attention: Mortgage Investments Group

Note: a Promissory Note from Borrower to Lender in the Note Amount, of even date herewith,
and all replacements, substitutions, modifications, renewals and extensions thereof.

Note Amount: \$8,000,000

Mortgage: a certain Fee and Leasehold Mortgage and Security Agreement or Fee and
Leasehold Deed of Trust and Security Agreement, encumbering the Property, of
even date herewith, and all modifications or amendments thereto or extensions
thereof.

Permitted Leasing Guidelines: The area of the leased premises does not exceed 12,000
square feet of space and the net rent is at least \$10.00 per rentable square foot of
space in the leased premises.

State: Nevada

Exhibits A (Property Description), A-1 (Ground Lease Description) and B (List of Leases with
relevant information) hereto are incorporated herein by reference.

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1. DEFINITION OF TERMS. As used herein, the terms defined on the cover sheet hereof and in the Mortgage shall have the meanings given on the cover sheet and in the Mortgage, respectively, and the following terms shall have the following meanings:

- 1.1 *Event of Default*: as defined in Paragraph 5.1.
- 1.2 *In its sole unfettered discretion*: as defined in Paragraph 7.7.
- 1.3 *Lease Assignment*: this Assignment of Leases and Rents and all modifications or amendments thereto and extensions thereof.
- 1.4 *Leases*: all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property, including, without limitation, those listed on Exhibit B hereto, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all Rents.
- 1.5 *Permitted Leases*: any Leases now existing or hereafter entered into on a form approved by Lender for leasable space in the Property which comply with the Permitted Leasing Guidelines.
- 1.6 *Rents*: all rents, royalties, issues, profits, revenues, income and other benefits of the Property arising at any time (including, without limitation, after the filing of any petition under any present or future Federal or State bankruptcy or similar law) from the use or enjoyment thereof or from the Leases, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash, letters of credit or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, fees and deposits.

2. GRANTING CLAUSES. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby irrevocably and absolutely grants, transfers, assigns, mortgages, bargains, sells and conveys to Lender all of Borrower's estate, right, title and interest in, to and under, and grants a first and prior security interest in, the Leases, whether now owned or held or hereafter acquired or owned by Borrower, FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS OF BORROWER TO LENDER, in such order of priority as Lender may elect:

- (a) payment of the Secured Debt;
- (b) payment of such additional sums with interest thereon which may hereafter be loaned to Borrower by Lender or advanced under the Loan Documents, even if the sum of the amounts outstanding at any time exceeds the Note Amount; and
- (c) due, prompt and complete observance, performance, fulfillment and discharge of each and every obligation, covenant, condition, warranty, agreement and representation contained in the Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. Borrower hereby represents and warrants to Lender that the following are true, correct and complete as of the date of this Lease Assignment.

3.1 Ownership of Leases. Borrower is the sole owner of the entire landlord's interest in all of the presently existing Leases. Neither the Leases nor Borrower's interest therein have been assigned to any person or entity (other than Lender) except as set forth in Exhibit B. No Lease or option or commitment to lease affecting the Property that is binding on Borrower presently exists except as set forth in Exhibit B.

3.2 Status of Leases. The information in Exhibit B is, to the best of Borrower's knowledge, after due investigation and diligence, true, correct and complete in all material respects and except as set forth therein:

- (a) each of the Leases is valid and enforceable and has not been altered, modified, amended, or extended;
- (b) there exist no uncured defaults by Borrower under any of the Leases and to the best knowledge and belief of Borrower, after due investigation and inquiry, there exist no uncured defaults by any tenant under any of the Leases, except as disclosed in that certain Landlord's Estoppel Certificate Regarding Leases delivered by Borrower to Lender and no tenant has any claim, offset or defense to payment of rent under the Leases, except as disclosed to Lender in writing;
- (c) none of the Rents have been assigned by Borrower to any person or entity other than Lender;
- (d) none of the Rents have been collected more than 30 days in advance; except as disclosed in that certain Landlord's Estoppel Certificate Regarding Leases delivered by Borrower to Lender; and
- (e) no rental concession or period of rent-free occupancy has been given any tenant under any Lease for any period subsequent to the effective date of this Lease Assignment, except as disclosed in that certain Landlord's Estoppel Certificate Regarding Leases delivered by Borrower to Lender.

3.3 Status of Major Tenants. To the best of Borrower's knowledge and belief, no tenant leasing more than 15% of the total rentable space in the Improvements has suffered or incurred any material, adverse change in its finances, business, operations, affairs or prospects since the date of the Commitment.

3.4 Contamination. To the best of Borrower's knowledge and belief, after due investigation and inquiry:

- (a) none of the tenants under any of the Leases nor any prior tenants use or operate or have used or operated the Property in a manner which resulted or will result in Contamination, except as permitted in Paragraph 4.2 of the Environmental Indemnity;

(b) each tenant's use and operation of the Property is in compliance with all Laws including without limitation all Federal, state and municipal laws pertaining to health or the environment; and

(c) there are no Environmental Actions or Claims pending or threatened against any tenant, or the Property.

4. COVENANTS.

4.1 Leases. Borrower shall:

(a) observe and perform all the obligations imposed upon the landlord under the Leases;

(b) not do or permit to be done anything to impair the security of Lender under this Lease Assignment or its interest as landlord under the Leases, except enforcement actions under any of the Leases undertaken after an event of default thereunder, in compliance with the remedies provisions thereof;

(c) unless consented to by Lender in writing, not collect any of the Rents more than 30 days in advance of the time when the same become due;

(d) not execute, without Lender's prior written consent: (i) any other assignment of the landlord's interest in the Leases, or (ii) any Leases (other than Permitted Leases);

(e) deliver to Lender a true and complete copy of any Lease, including Permitted Leases, promptly after execution by Borrower;

(f) not subordinate the Leases to any mortgage or other encumbrance or permit, consent or agree to any such subordination without Lender's prior written consent;

(g) not alter, modify or change the terms of any of the Leases (other than alterations, modifications or changes to any Permitted Lease which do not, individually or collectively, result in such Permitted Lease no longer fulfilling the criteria for Permitted Leases);

(h) not give any consent (other than consents to tenant improvements or alterations permitted under the Leases) or exercise any option required or permitted by the Leases (other than options contained in the original Lease to extend the term) without Lender's prior written consent;

(i) not agree to early termination or cancellation of any of the Leases (other than the Permitted Leases) without Lender's prior written consent, except in connection with the exercise of Borrower's remedies as provided in any relevant Lease after an event of default by the tenant thereunder. Lender's consent may be conditioned on, among other things, payment to Lender of any termination fee or other sums received by Borrower in connection with such termination or cancellation, after deduction therefrom of Borrower's reasonable out-of-pocket expenses to obtain such termination;

- (j) not accept a surrender thereof or convey, transfer, suffer or permit a conveyance or transfer of, the premises demised thereby or of any interest therein (other than transfers expressly permitted under any Lease without Landlord's consent and any option expressly provided by any Lease) so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of, the obligations of the tenant thereunder;
- (k) not alter, modify or change the terms of any guarantee of any of the Leases or cancel or terminate any such guarantee without Lender's prior written consent; and
- (l) not consent to any assignment of any Lease (other than Permitted Leases), that requires Landlord's consent, without Lender's prior written consent, unless the tenant thereunder remains liable thereafter for all obligations under such Lease.

Any exercise by Lender of its discretion in connection with a request for its consent under this Paragraph 4.1 shall be based on its reasonable evaluation of the requested matter. Lender shall respond to a request for its consent within a reasonable time, but in no event more than thirty (30) days provided that the envelope or package containing such notice clearly states "TIME SENSITIVE MATERIAL - OPEN IMMEDIATELY". In the event Lender fails to respond within such thirty (30) day period, Lender's consent will be deemed to have been given.

4.2 *Contamination.* Borrower shall not permit any tenant to use or operate the Property in a manner which will result in Contamination (except as permitted in Paragraph 4.2 of the Environmental Indemnity) and Borrower shall take all steps reasonably necessary under the circumstances including, without limitation, periodic inspections and assessments of the premises demised under the Leases to determine whether any tenant's use or operation of the Property has resulted in such Contamination.

4.3 *Estoppel Certificates.* Whenever reasonably requested by Lender, Borrower shall execute and deliver and shall, to the extent tenant is required to provide same under any Lease, cause any tenant to execute and deliver to or at the direction of Lender, and without charge to Lender, written certifications in the form required under any Lease, or if no form is specified, the form required by Lender to confirm the current status of the Lease, use and occupancy of the premises demised to the tenant, condition of the tenant and of the premises, the tenant's right to extend the Lease or purchase the premises and any other information Lender may reasonably require and that such tenant is required to provide under a Lease. So long as no Event of Default exists, Lender shall not exercise such right more than one (1) time in any year unless required in connection with any transfer of Lender's interest in the Loan.

4.4 *Further Assurances.* Borrower shall:

- (a) if requested by Lender in writing, to cause Lender's name to be noted on all Leases as the assignee of the landlord's interest thereunder or otherwise notify tenants under existing and future Leases of Lender's interest as assignee of the landlord's interest thereunder; and
- (b) promptly after Lender's request, specifically assign and transfer to Lender any particular Lease and execute and deliver such further instruments to accomplish

the purposes of this Lease Assignment as Lender shall from time to time reasonably require.

5. DEFAULTS; REMEDIES OF LENDER.

5.1 *Events of Default.* Any of the following shall constitute an "Event of Default" hereunder:

- (a) *Mortgage.* The occurrence of an Event of Default under the Mortgage; and
- (b) *Breach of Covenant.* Any breach by Borrower of any covenant, agreement, condition, term or provision in this Lease Assignment, which continues for 30 days after written notice thereof by Lender to Borrower; provided, however, that if the nature of Borrower's breach is such that more than 30 days is reasonably required to cure the same, then Borrower shall not be deemed to be in default if Borrower commences such cure as promptly as reasonably possible within such 30-day period, diligently prosecutes such cure to completion, and completes such cure with 90 days from the date of Lender's aforesaid notice to Borrower.

5.2 *Remedies.* In case of an Event of Default, Lender may, at any time thereafter, at its option, without notice, and without bringing any legal action or proceeding unless expressly required by law, exercise any or all of the following remedies:

- (a) *Possession of Property.* Take physical possession of the Property and of all books, records, documents and accounts relating thereto and exercise, without interference from Borrower, any and all rights which Borrower has with respect to the Property, including, without limitation, the right, at Borrower's expense, to rent and lease the Property, to hire a professional property manager for the Property, to Clean-Up any Contamination and to make from time to time all alterations, renovations, repairs and replacements to the Property as may seem proper to Lender. If necessary to obtain possession as provided for above, Lender may, without liability to Borrower or other persons, invoke any and all legal remedies to dispossess Borrower, including, without limitation, one or more actions for forcible entry and detainer, trespass and restitution.
- (b) *Collection of Rents.* Either with or without taking possession of the Property, through a receiver or otherwise, in its own name or otherwise, collect the Rents (including, without limitation, those past due and unpaid).
- (c) *Payments.* Without releasing Borrower from any obligation hereunder or under the Loan Documents, cure any Event of Default. In connection therewith, Lender may enter upon the Property and do such acts and things as Lender deems necessary or desirable to protect the Property or Leases, including, without limitation: (i) prosecuting or defending any legal action affecting any Lease; (ii) making, enforcing, modifying and accepting surrender of any Lease; (iii) obtaining and evicting tenants; (iv) fixing or modifying Rents; (v) making alterations, renovations, repairs and replacements to the Property; and (vi) otherwise doing any act which Lender deems reasonably appropriate to protect the Property and/or its interest under this Lease Assignment.

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- (d) *Other.* Take such other actions or commence such other proceedings as Lender deems reasonably necessary or advisable to protect its interest in the Property and the Leases and its ability to collect the Secured Debt as are available under Laws.

Any sums advanced by Lender under this Paragraph 5.2 shall bear interest at the lesser of (a) the Default Rate specified in the Note or (b) the maximum nonusurious interest rate permitted by applicable law and shall be payable by Borrower on demand. Such sums, together with such interest, shall constitute a part of the Secured Debt.

- 5.3 *Application of Proceeds.* All sums realized by Lender under Paragraph 5, less all costs and expenses incurred by Lender under Paragraph 5, including, without limitation, reasonable attorneys' fees and disbursements, property management fees, costs of title commitments, inspections, environmental site assessments and testing, engineering reports, alterations, renovations, repairs and replacements made or authorized by Lender and all reasonable expenses incident to Lender taking possession of the Property, and such sums as Lender deems appropriate as a reserve to meet future expenses of the Property, shall be applied to the Secured Debt in such order as Lender shall determine. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

5.4 *General Provisions.*

- (a) *Multiple Exercise of Remedies.* Lender may exercise its remedies under Paragraph 5 several times (in case of several Events of Default) without exhausting Lender's right to such remedies for any unsatisfied part of the Secured Debt and without exhausting the power to exercise such remedy for any other part of the Secured Debt, whether matured at the time or subsequently maturing.
- (b) *Cumulative Remedies.* All of the rights, remedies and options set forth in Paragraph 5 or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy, option or security held by Lender.
- (c) *Right to Terminate Proceedings.* Lender may, at any time before conclusion of any proceeding or other action brought in connection with its exercise of the remedies provided for in Paragraph 5, terminate, without prejudice to Lender, such proceedings or actions.
- (d) *No Waiver of Release.* Lender may resort to any remedies and the security given by the Loan Documents in whole or in part, and in such portions and in such order as may seem best to Lender in its sole unfettered discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits or remedies evidenced by the Loan Documents. The failure of Lender to exercise any right, remedy or option provided for in the Loan Documents shall not be deemed to be a waiver of any of the covenants or obligations secured by the Loan Documents. No sale of all or any of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the whole or any part of the Secured Debt or any other indulgence given by Lender to Borrower or any other person or entity, shall operate to release or in any manner affect Lender's interest in the Property or the liability of Borrower to pay the Secured Debt.

(e) *Waiver of Jury Trial.* Borrower and Lender hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect of any matter whatsoever arising out of, or in any way connected with, this Lease Assignment or any of the other Loan Documents, or the relationship of Borrower and Lender hereunder or thereunder.

5.5 *Limitation on Lender's Liability.* Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct, bad faith or gross negligence of Lender, its contractors, agents or employees. Lender shall not be obligated to perform or discharge nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases.

This Lease Assignment shall not operate to make Lender a mortgagee in possession or place responsibility for the control, care, management, repair or Clean-Up of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death of any tenant, licensee, employee or stranger except to the extent of losses expressly provided for in this Paragraph 5.5.

5.6 *Indemnification.* If any claim against Lender is made in connection with any Lease, the Property or this Lease Assignment, Borrower shall indemnify, defend and hold harmless Lender, its agents, employees and contractors, from and against, and upon demand, reimburse Lender for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon, asserted against or incurred or paid by Lender by reason of, on account of or in connection with any Lease, the Property or this Lease Assignment, unless the claim was directly caused by the gross negligence or intentional misconduct of Lender, its contractors, agents or employees. If Lender commences litigation against Borrower to enforce any of its rights hereunder or to recover any of the Secured Debt, Lender may employ an attorney or attorneys and, in such event, Borrower shall pay Lender in connection therewith, whether or not litigation is actually filed or prosecuted to judgment, all reasonable fees and expenses of such attorneys. Borrower shall timely appear in and vigorously contest any action or proceeding purporting to affect the security hereof or the rights or powers of Lender hereunder, and Borrower shall pay all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, in any similar action or proceeding in which Lender may appear. At Borrower's sole cost and expense, Borrower shall timely appear in and vigorously defend or prosecute, as the case may be and as reasonably required by Lender, any litigation arising from or in connection with any Lease.

6. COLLECTION OF RENTS AND RELEASE.

6.1 *Borrower's Right to Collect Rents.* Until the occurrence of an Event of Default and except as otherwise expressly provided to the contrary, Borrower shall have a license to:

- (a) collect the Rents, but not more than 30 days prior to accrual;
- (b) retain and use all Rents so collected as a trust fund, for application to payment of such of the Secured Debt as is due, and payment and performance of Borrower's other obligations under the Loan Documents, retaining the balance, if any, for its own account; and
- (c) exercise, except as otherwise specifically provided herein, all the rights of the landlord under each Lease.

6.2 *Release of Assignment.* Upon payment in full of the Secured Debt and performance of all obligations secured hereby, this Lease Assignment shall become and be void.

7. GENERAL.

7.1 *Lender's Right to Waive, Consent or Release.* Lender may at any time and from time to time, in writing: (a) waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; or (b) consent to Borrower doing any act which Borrower is prohibited hereunder from doing, or consent to Borrower's failing to do any act which Borrower is required hereunder to do, to the extent and in the manner specified in such writing. No such act shall in any way impair the rights hereunder of Lender, except to the extent specifically agreed to by Lender in such writing.

7.2 *No Impairment.* The interests and rights of Lender under this Lease Assignment shall not be impaired by any indulgence, including, without limitation: (a) any renewal, extension or modification which Lender may grant with respect to any of the Secured Debt; (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant in respect of the Property or any interest therein; or (c) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Secured Debt.

7.3 *Amendments.* This Lease Assignment may not be waived, changed or discharged orally, but only by an agreement in writing signed by Lender in the case of a waiver or discharge and signed by Lender and Borrower in the case of a change. Any oral waiver, change or discharge of any provision of this Lease Assignment shall be without authority and of no force and effect. Any waiver, change or discharge shall be effective only in the specific instances and for the purposes for which given and to the extent therein specified.

7.4 *Notices.* Any notice, request, demand or other communication required or permitted under this Lease Assignment (unless otherwise expressly provided therein) shall be given in the manner provided in the Mortgage.

7.5 *Successors and Assigns.* The terms, provisions, covenants and conditions of this Lease Assignment shall be binding upon Borrower, and any permitted successors and

assigns of Borrower, and shall inure to the benefit of Lender and its successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Lease Assignment to Borrower or Lender shall be deemed to include all such successors, substitutes and assigns.

If ownership of the Property or any portion thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, whether or not Lender has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Lease Assignment in the same manner as with Borrower, without in any way vitiating or discharging Lender's remedies under or Borrower's liability under this Lease Assignment.

- 7.6 *Severability.* A determination that any provision of this Lease Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Lease Assignment to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
- 7.7 *Gender and Construction.* Within this Lease Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. References in this Lease Assignment to "herein", "hereunder" or "hereby" shall refer to this entire Lease Assignment, unless the context otherwise requires. When the phrase "in its sole unfettered discretion" is used in this Lease Assignment with respect to Lender, it shall permit Lender to evaluate such criteria (without allowance for reasonableness) as it chooses in approving or disapproving the requested or pending action. To the extent the terms of this Lease Assignment and the other Loan Documents are inconsistent or conflict, the terms of this Lease Assignment shall control and such documents shall be read together in order to provide Lender the broadest range of remedies available to it.
- 7.8 *Joint and Several Liability.* If Borrower is composed of more than one party, the obligations, covenants, agreements, representations and warranties contained in this Lease Assignment, as well as the obligations arising hereunder, are and shall be joint and several as to each such party.
- 7.9 *Modifications.* References to any of the Loan Documents in this Lease Assignment shall be deemed to include all amendments, modifications, extensions and renewals thereof.
- 7.10 *Governing Law.* This Lease Assignment shall be construed according to and governed by the laws of the State.
- 7.11 *Captions.* All paragraph and subparagraph captions are for convenience of reference only and shall not affect the construction of any provision herein.
- 7.12 *Other Security.* Lender may take or release other security for payment of the Secured Debt and may release any party primarily or secondarily liable therefor and may apply

any other security held by it to the satisfaction of the Secured Debt without prejudice to any of its rights under this Lease Assignment.

7.13 *Direction to Tenants.* BORROWER HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS EACH TENANT NAMED IN THE LEASES, UPON RECEIPT FROM LENDER OF A WRITTEN NOTICE TO THE EFFECT THAT AN EVENT OF DEFAULT EXISTS UNDER THIS LEASE ASSIGNMENT, TO PAY ALL RENTS ARISING OR ACCRUING UNDER SAID TENANT'S LEASE TO LENDER AND TO CONTINUE SO TO DO UNTIL OTHERWISE NOTIFIED BY LENDER.

7.14 *Nonrecourse.* Borrower shall be liable upon the indebtedness evidenced by the Note, for all sums to accrue or to become payable thereon and for performance of all covenants contained in the Note or in any of the other Loan Documents, to the extent, but only to the extent, of Lender's security for the same, including, without limitation, all properties, rights, estates and interests covered by the Mortgage and the other Loan Documents. No attachment, execution or other writ or process shall be sought, issued or levied upon any assets, properties or funds of Borrower or Borrower's partners, members, employees, officers, agents or shareholders (collectively, the "Borrower Parties") other than the properties, rights, estates and interests described in the Mortgage and the other Loan Documents. In the event of foreclosure of such liens, mortgages or security interests, by private power of sale or otherwise, no judgment for any deficiency upon such indebtedness, sums and amounts shall be sought or obtained by Lender against any of the Borrower Parties. Subject to the foregoing, nothing herein contained shall be construed to prevent Lender from exercising and enforcing any other remedy relating to the Property allowed at law or in equity or by any statute or by the terms of any of the Loan Documents.

Notwithstanding the foregoing, Borrower shall be personally liable to Lender for:

- (a) any damages, losses, liabilities, costs or expenses (including, without limitation, attorneys' fees) incurred by Lender due to any of the following: (i) any security deposits of tenants of the Property (not previously applied to remedy tenant defaults) which are not paid over to Lender; (ii) any rents prepaid by any tenant of the Property more than one (1) month in advance unless Lender has consented to such advance payment; (iii) any insurance proceeds or condemnation awards received by Borrower and not paid or applied according to the terms of the Mortgage; (iv) repairs to the Property resulting from a casualty not reimbursed by insurance, but only to the extent insurance coverage for such repairs was required by the Loan Documents (for example, if the Loan Documents provided that Borrower may maintain reasonable deductibles under any policy of insurance, such deductibles would not be subject to the foregoing exception to nonrecourse); (v) fraud, material misrepresentation or bad faith on the part of Borrower; (vi) any event or circumstance for which Borrower is obligated to indemnify Lender under the provisions of the Mortgage respecting Hazardous Substances, Contamination or Clean-Up; (vii) waste of the Property by Borrower; (viii) Borrower's failure to pay real estate taxes or other assessments against the Property unless such failure to pay shall arise from Lender's failure to apply, in timely fashion, any amounts collected by it from Borrower on account of such taxes or other assessments; or (ix) Borrower's

failure to comply with the Americans with Disabilities Act of 1990, as amended;
and

- (b) all rents, issues and profits from the Property collected by Borrower after an Event of Default has occurred and is continuing or after an event or circumstance has occurred and is continuing for which notice has been given and which would constitute an Event of Default upon the expiration of the applicable notice period, unless such rents, issues and profits are applied to the normal operating expenses of the Property or to the Secured Debt.

Lender shall not be limited in any way in enforcing the personal liability and obligations of Borrower under the Loan Documents as set forth in this Paragraph 7.14 against Borrower, nor shall Lender be limited in any way in enforcing the personal liability and obligations of any guarantor or indemnitor in accordance with the terms of the instruments creating such liabilities and obligations.

7.15 *Time of the Essence*: Time is of the essence of each and every performance obligation of Borrower under this Lease Assignment or any of the other Loan Documents.

7.16 *Exhibits*. The following are the Exhibits referred to in this Lease Assignment, which are hereby incorporated by reference herein:

Exhibit A - Property Description
Exhibit A-1 - Ground Lease Description
Exhibit B - List of Leases

IN WITNESS WHEREOF, this Lease Assignment has been executed and delivered under seal as of the date first above written.

BORROWER:

Hart Estate Investment Company, a
California general partnership

By: 

Eric H. Gabrielsen, partner

By: 

Eve V. Gabrielsen, partner


Agnes H. Gabrielsen


Danton H. Gabrielsen

STATE OF Colorado)
) SS.
COUNTY OF Boulder)

On Mar 21, 2003 before me, Bruce J. Creek, personally appeared Eric H. Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

MY COMMISSION EXPIRES 09/24/2006

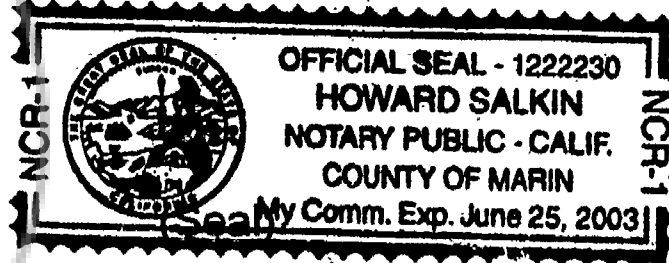
STATE OF California)
) SS.
COUNTY OF Marin)

SEAL

On 3/20/03 before me, Howard Salkin, personally appeared Eve V. Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

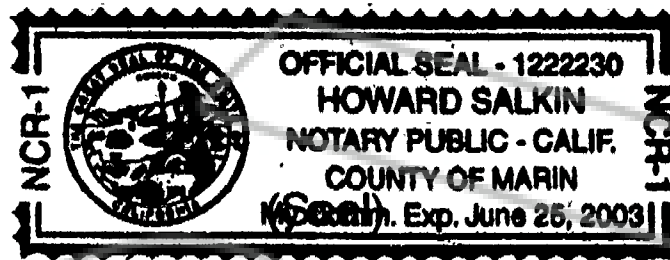


STATE OF CALIFORNIA)
COUNTY OF MARIN) SS.

On 3/20/03 before me, Howard Salkin, personally appeared Donlon H. Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Howard Salkin



STATE OF California)
COUNTY OF Marin) SS.

On 3/20/03 before me, Howard Salkin, personally appeared Agnes H. Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Howard Salkin

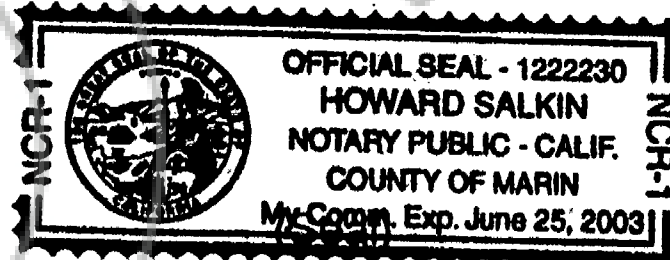


EXHIBIT A

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

PARCEL ONE:

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395, said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 29490, Douglas County Records, from which point the Northeast corner of said Section 4, bears North 30°43'28" East, 2116.56 feet; thence along said Easterly right-of-way line North 51°02'32" West, 166.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Easterly right-of-way line North 51°02'32" West, 634.00 feet to the Southerly right-of-way of Waterloo Lane; thence along said Southerly line North 44°54'36 East, 701.78 feet; thence leaving said Southerly right-of-way, South 29°39'15 East, 741.00 feet; thence South 60°20'45" West, 196.00 feet; thence North 89°39'15 West 44.24 feet; thence South 44°54'36 West, 218.83 feet to the True Point of Beginning.

PARCEL TWO:

An easement for a water line, recorded November 7, 1989, in Book 1189, Page 933, Document No. 214299.

PARCEL THREE:

An easement for drainage purposes, recorded November 7, 1989, in Book 1189, Page 936, Document No. 214300.

Reference is made to the Record of Survey filed November 7, 1989, File No. 214971.

NOTE: The above metes and bounds description appeared previously in that certain document recorded May 25, 1993, in Book 593, page 4698, as Instrument No. 307961.

* * * * *

WDB

801-2040535

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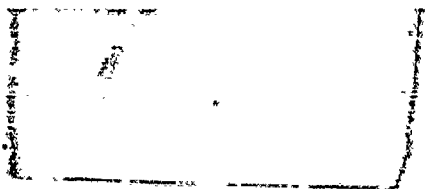


EXHIBIT A-1

That certain leasehold estate created by that certain Ground Lease Agreement dated November 7, 1989 by and between Hart Estate Development Company, a California general partnership, as lessor, and Hart Estate Investment Company, a California general partnership, as lessee, as confirmed by that certain Memorandum of Ground Lease Agreement dated May 21, 1993, recorded May 25, 1993 as Instrument No. 307960 of Official Records of Douglas County, Nevada ("Official Records"), and as assigned to Donlon H. Gabrielsen and Agnes H. Gabrielsen pursuant to that certain Assignment and Assumption of Lease dated January 1, 1998, recorded October 3, 2002 as Instrument No. 553792 of Official Records and that certain Memorandum of Assignment of Ground Lease dated September 24, 2002, recorded October 2, 2002 as Instrument No. 553793 of Official Records. The real property that is the subject of the leasehold estate is described in Exhibit A attached hereto and made a part hereof.

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EXHIBIT B

List of Leases

1. Scolari's Warehouse Markets.
2. Rite Aid.
3. Blockbuster.
4. Burger King.
5. Payless Shoe.Source.
6. Grand Central Pizza.
7. China Chef Fast Food.
8. Radio Shack.
9. Ballistic Board Supply.
10. Dèjà vu Consignment Shop.
11. US Bank.
12. Mail Boxes, Etc.
13. Port of Subs.
14. Cigarettes Cheaper.
15. Carson Valley Christian Book.
16. Angelo's Bootery.
17. Carson Valley Beauty Supply.
18. Starbuck's Coffée.
19. Pazazz.
20. Cash Stop.
21. One-Hour Photo.
22. Carson Vacuum & Sewing.
23. The Crystal Kaleidoscope.

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REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 MAR 31 PM 12:49

WERNER CHRISTEN
RECORDER

\$ 33⁰⁰ PAID Be DEPUTY