



3. **Representations, Warranties and Covenants.** The Administrative Agent hereby represents and warrants to Pledgor, and covenants with Pledgor, as follows:

(a) The Administrative Agent has the requisite power and authority to execute and deliver this Re-Assignment; and

(b) Bank of America, N.A. is the successor-in-interest to NationsBank, N.A. and to NationsBank of Texas, N.A. with respect to the liens and security interests, as to the Subject Property, covered hereby; and

(c) Upon the written request of Pledgor, or its successors or assigns, the Administrative Agent will execute and deliver to Pledgor, or Pledgor's successors or assigns, such other documents and take such other actions as Pledgor, or its successors or assigns, may reasonably request in order to further effectuate the release of liens and security interests and re-assignment of the Subject Property, as contemplated hereby.

4. **Acceptance/Negation of Recourse.** By recordation hereof, Pledgor accepts this Re-Assignment and acknowledges and agrees that (i) the Subject Property is being sold, transferred and conveyed to Pledgor "AS IS/WHERE IS", (ii) that, except as otherwise set forth in Section 3 hereof, neither the Administrative Agent nor any Lender has made, or does hereby make, any representation, warranty, or covenant of any kind or character whatsoever with respect to the Subject Property or any fact or matter relating thereto (iii) Pledgor hereby releases the Administrative Agent and each Lender from any and all claims arising out of or relating to the Subject Property and/or any matters and things that are the subject of this Re-Assignment, and (iv) the liens and security interests released hereby are expressly limited to the liens and security interests created under the previously executed Collateral Transfers and any and all other, future or additional liens and/or security interests that may, contemporaneously herewith or hereafter, be granted, or otherwise created, in favor of the Administrative Agent and/or any of the Lenders are expressly not released or otherwise covered hereby.

5. **Successors and Assigns.** This Re-Assignment shall be binding upon and shall inure to the benefit of the Administrative Agent, the Lenders and Pledgor, and their respective successors and assigns.

6. **Applicable Law.** To the maximum extent possible, this Re-Assignment shall be governed by California law.

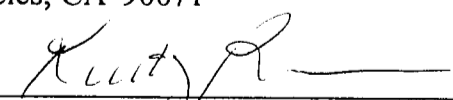
7. **Severability.** Any provision of this Re-Assignment which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Re-Assignment, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

Effective as of the date first written above.

**ADMINISTRATIVE AGENT:**

BANK OF AMERICA, N.A.  
555 S. Flower  
Fifth Floor  
Los Angeles, CA 90071

By:

  
Name: Kurt Y. Kodama  
Title: Managing Director

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On March 6, 2003 before me, Jeanine Hernandez, a Notary Public in and for the State of California, personally appeared Kurt Y. Kodama 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.

(NOTARY SEAL)



Jeanine Hernandez  
Notary Public, State of California  
Printed Name: Jeanine Hernandez

My Commission Expires: 09/18/03

*Though the information below is not required, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signor(s) Other Than Named Above

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- Individual
- Corporate Officer
- Title(s)
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other

*Signer is Representing*

Service ID	User Cont Num	NAME 1	NAME 2	Unit/UDI	Week	OEB	Recording Date	Book	Page	Instrument
2727178091		Flores, Benjamin					7/17/89	789	1505	

Total = 1

COOPER

REQUESTED BY  
*Susterra*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 MAY -8 PM 1:01

WERNER CHRISTEN  
RECORDER

PAID *KJ* DEPUTY

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