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Assessor Parcel No.: 1320-04-001-013

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0310 PG-1307 RPTT: 0.00

THIS INSTRUMENT PREPARED
BY AND RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL TO:



Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
Attention: Brigitte Kimichik, Esq.

ASSIGNMENT OF ASSIGNMENT OF RENTS
[FOR RECORDING]

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, as Receiver for Irwin Union Bank and Trust Company, Columbus, IN and Irwin Union Bank, F.S.B., Louisville, KY ("**Assignor**"), for good and valuable consideration paid to Assignor by FIRST FINANCIAL BANK, NATIONAL ASSOCIATION ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, has BARGAINED, SOLD, ASSIGNED, CONVEYED and DELIVERED and by these presents does hereby BARGAIN, SELL, ASSIGN, CONVEY and DELIVER unto Assignee, all of Assignor's right, title and interest in and to that certain assignment of rents ("**Assignment of Rents**") dated January 9, 2001, executed by Aviation Way Associates, LLC, a Nevada limited liability company ("**Borrower**"), filed in the real property records of Douglas County, State of Nevada, under File No. 0507453, Book 0101, Page 4482, recorded on January 25, 2001, which encumbers certain leases and related rents and profits as described therein, relating to the real property described therein.

Assignor and Assignee hereby agree that any cross-collateralization rider or similar provision attached to or incorporated in the Assignment of Rents (or any promissory note(s) or other loan documents executed in connection with such Assignment of Rents [collectively "**Loan Documents**"]), if applicable, is hereby amended to un-cross and exclude any loans not part of the Assignment of Rents or other Loan Documents described in this Assignment of Assignment of Rents (this "**Assignment**") or the Notes or Loan Documents as described in, sold and purchased pursuant to the terms of, the Loan Sale Agreement (defined below), and that the Assignment of Rents or other Loan Documents described in this Assignment shall not cross-collateralize or be cross-defaulted with any loans not part of the Assignment of Rents or other

Loan Documents described in this Assignment, or the Notes or Loan Documents as described in, sold and purchased pursuant to the terms of, the Loan Sale Agreement.

This Assignment shall inure to the benefit of Assignee and Assignee's heirs, legal representatives, successors and assigns. This Assignment is made pursuant to the terms of a loan sale or similar agreement, between Assignor and Assignee (the "Loan Sale Agreement"). This Assignment is made without recourse, representation or warranty, express or implied, by Assignor, in its corporate capacity or as Receiver for Irwin Union Bank and Trust Company, Columbus, IN and Irwin Union Bank, F.S.B., Louisville, KY.

[SIGNATURE PAGES TO FOLLOW]

Return to M. Schudel/131
Stewart Title North Texas
1717 Main St., Suite 3500
Dallas, Texas 75201
Phone: (214) 220-2060



EXECUTED this 28th day of Jan., 2010.

ASSIGNOR: FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for Irwin Union Bank and Trust Company,
Columbus, IN, and Irwin Union Bank, F.S.B., Louisville,
KY

By: *Anthony M. Stollings*
Name: Anthony M. Stollings
Title: Attorney in Fact under Limited Power of Attorney
dated September 25, 2009

STATE OF OHIO §
 §
COUNTY OF HAMILTON §

This instrument was acknowledged before me this 28th day of Jan., 2010, by Anthony M. Stollings, Attorney in Fact under Limited Power of Attorney dated September 25, 2009, for FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for Irwin Union Bank and Trust Company, Columbus, IN, and Irwin Union Bank, F.S.B., Louisville, KY.

[SEAL]

Jennifer L. Kinnen
Notary Public - STATE OF OHIO



JENNIFER L. KINNE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.