

AFTER RECORDATION, RETURN TO:

Alison W. Rind, Esq.
Lerch, Early & Brewer, Chartered
7600 Wisconsin Avenue
Suite 700
Bethesda, Maryland 20814

Parcel Number: 1418-34-110-046

ASSIGNMENT OF LEASES AND RENTS

5 THIS ASSIGNMENT OF LEASES AND RENTS (this “**Assignment**”) entered into on the day of February, 2021, by STEPHEN W. CARPENTIERI (the “**Assignor**”), whose address is 602 Pine Needle Drive, Friendswood, Texas 77546, for the benefit of LIVE OAK BANKING COMPANY (the “**Assignee**”), whose address is 1741 Tiburon Drive, Wilmington, North Carolina 28403.

ARTICLE I

DEFINITIONS

1.1 Parties. As used in this Assignment, the terms “**Assignor**” and “**Assignee**” mean the parties above-identified by such designation and their respective heirs, executors, administrators, successors and assigns. The preceding sentence should not be interpreted to authorize any transfer which is otherwise prohibited by any agreement of such parties.

1.2 Other Definitions. As used in this Assignment, the terms hereafter set forth have the respective meanings hereafter indicated.

“**Event of Default**” has the same meaning as the definition of such phrase appearing in the Note, the Guaranty and Security Documents.

“**Guaranty**” means the Guaranty agreement executed by Assignor and includes each and every guaranty issued in exchange therefor or in replacement thereof and any renewal, modification, restatement or extension of any Guaranty.

“Indebtedness” means all monetary amounts from time to time owing by Assignor to Assignee under the Guaranty, under this Assignment and under any one or more of the Security Documents including, without limitation, all, if any, amendments of this Assignment and all, if any, renewals, extensions, rearrangements and modifications of the Guaranty and any of the Security Documents.

“Leases” means all present and future leases with respect to which the leased premises consist of any portion of the Property.

“Note” means that certain Promissory Note in the principal sum of One Million Two Hundred Thirty-Five Thousand and 00/100 Dollars (\$1,235,000.00) executed by PTM LOGISTICS LLC (the ***“Borrower”***), guaranteed by the Assignor, and includes each and every note issued in exchange therefor or in replacement thereof and any renewal, modification, restatement or extension of any Note.

“Property” means the land described on attached Exhibit “A” together with all improvements presently or hereafter situated on such land.

“Rents” means all rent (including, without limitation, fixed rent, minimum rent and percentage rent, if any) and all other monetary amounts of every type (including, without limitation, damages for breach) which are from time to time payable by tenants (at the Property) to Assignor (as landlord) under the Leases or which are otherwise receivable by Assignor with respect to the Leases or Property and all of such previously mentioned sums which are from time to time payable by guarantors (of the obligations of tenants) to Assignor (as landlord) under the Leases and all amounts payable by tenants (and guarantors for tenants) to Assignor (as landlord) under the provisions of the Bankruptcy Code as amended from time to time.

“Security Documents” means the following documents of even date herewith: the Deed of Trust executed by Assignor, as “Grantor” to the Trustee therein designated for the benefit of Assignee, as “Beneficiary,” creating a lien on the Property and containing a power of sale, and including the collateral assignment of lease and the other documents executed in connection with the loan evidenced by the Note and Guaranty. This Assignment does not constitute one of the Security Documents in view of the fact that this Assignment provides for an absolute assignment of Rents and Leases, not a collateral assignment of Rents and Leases.

ARTICLE II

ASSIGNMENT

2.1 ***Absolute Assignment.*** For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely assign, transfer, and set over to Assignee the Rents and Leases. Assignor hereby binds itself and agrees to warrant and forever defend title to the

Rents and Leases unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part of such Rents and Leases.

2.2 Incidents of Assignment. This Assignment is absolute, unconditional and immediately effective. This Assignment does not collaterally transfer the Rents and Leases to Assignee and does not grant Assignee a lien on the Rents and Leases; instead, this Assignment absolutely vests title to the Rents and Leases in Assignee and constitutes Assignee as the owner of the Rents and Leases in accordance with the terms and provisions of this Assignment. It is not necessary for Assignee to institute legal proceedings of any kind to enforce the provisions of this Assignment.

2.3 No Pro Tanto Payment. Recognizing that, pursuant to subsequent terms and provisions of this Assignment, the Rents are permitted to be paid to Assignor under the circumstances hereafter provided and that the Rents may never be paid to Assignee and recognizing also that by reason of the terms and provisions of the Leases including, without limitation, those terms and provisions of the Leases providing for abatement of Rents, rights of termination of the Leases and other circumstances, and the possible occurrence of other events including possible insolvency of the tenants under the Leases, which may result in non-payment of the Rents, Assignor acknowledges and agrees that the execution and delivery of this Assignment absolutely transferring ownership of the Rents to Assignee does not constitute any nature of pro tanto payment of the Indebtedness to Assignee. In the case of Rents which may hereafter be paid to Assignor (pursuant to the subsequent provisions of this Assignment), such Rents will not constitute payment to Assignee (and hence will not be credited on the Indebtedness) unless and until such Rents are actually paid by Assignor to Assignee and applied by Assignee in such manner. In the case of Rents paid to Assignee by the tenants, such Rents will be pro tanto credited on the Indebtedness only to the extent, if any, that such Rents paid to Assignee are neither disbursed by Assignee to Assignor nor paid directly by Assignee for utilities, maintenance, repairs, taxes, assessments, insurance or other expenses relating to the Property.

ARTICLE III

COVENANTS, REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

3.1 Covenants of Assignor. Assignor hereby unconditionally covenants and agrees as follows (and any non-compliance by Assignor will constitute an Event of Default and any attempt by Assignor to take any of the prohibited actions hereafter described will constitute an Event of Default and will be void and of no effect):

(a) to observe, perform and discharge, diligently and punctually, all the obligations imposed upon the landlord under the Leases and not to do or permit to be done anything to impair the Leases or the Rents obligations or any of the other obligations of the tenants under the Leases; and Assignor shall give prompt notice to Assignee of any failure on the part of the Assignor to observe, perform and discharge any of Assignor's obligations under this paragraph or under any other portion of this Assignment;

(b) not to receive or collect any of the Rents arising or accruing under any of the Leases or from the Property in advance of the calendar month next preceding the calendar month with respect to which such Rents are due and payable;

(c) not to grant any period of free rental or abated rental under any of the Leases;

(d) not to execute any assignment of the rights or interest of Assignor (as landlord) in the Leases and not to execute any other assignment of Rents (whether absolute or collateral) arising or accruing from the Leases or from the Property;

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

(f) with respect to non-residential leases only, not to enter into new or renewal Leases, or alter, modify or change the terms of any of the Leases (or the terms of any guaranty of any of the Leases) or give any consent or exercise any option required or permitted by such Leases, or cancel or terminate any of the Leases (or any guaranty of any of the Leases) or accept a surrender of any of the Leases or take or permit any action the effect of which is to result in a surrender of any Lease by operation of law without the prior written consent of Assignee;

(g) with respect to non-residential leases only, not to consent to any assignment of or subletting under any of the Leases, whether or not in accordance with their terms, without the prior written consent of Assignee, and not to grant any renewal or extension option under any of the Leases or agree to the enlargement or diminution in size or relocation of the leased premises under any Lease without the prior written consent of Assignee;

(h) to execute and deliver at the request of Assignee all such further assurances and written instruments and take all such other action with respect to the Property as Assignee from time to time requests in writing in order to carry out the purpose and intent of this Assignment;

(i) to enforce, in the name of Assignor (as landlord), and at the cost, expense and risk of Assignor, the performance of each and every obligation, term, covenant, condition and agreement in the Leases to be performed by any tenant; and Assignor (as landlord) shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor (as landlord) and any tenant thereunder, and, upon request by Assignee, Assignor will do so in the name and on behalf of Assignee, but at the expense of the Assignor, and Assignor shall pay all costs and expenses of Assignee, including attorneys' fees and disbursements, in any action or proceeding in which Assignee may appear;

(j) not to waive, excuse, discount, setoff, compromise or in any manner release or discharge any tenant under any Lease (or any guarantor for any such tenant) of and from any monetary or other obligations, covenants, conditions and agreements to be kept, observed

and performed by such tenant (or guarantor for such tenant), including, without limitations, the obligation to pay Rents thereunder, in the manner and at the time and place specified therein;

(k) not to incur any indebtedness to any tenant (or guarantor for any tenant) under any of the Leases unless each such tenant (or guarantor) contemporaneously expressly waives in writing any right to offset against (or recoup) any portion of such indebtedness from Rents; and

(l) upon Assignee's request, to deliver to Assignee executed copies of all Leases when executed upon all or any part of the Property.

3.2 Representations and Warranties of Assignor. Assignor unconditionally represents and warrants to Assignee now and continuing throughout the term of this Assignment as follows:

(a) Assignor is the sole owner of

(i) the Property, and

(ii) the landlord's interests in the Leases;

(b) Assignor has all of the requisite right, power and authority to absolutely assign the Rents and Leases to Assignee, and no other person, firm, corporation or entity has any right, title or interest in the Rents and Leases;

(c) the Leases are valid and enforceable, in full force and effect and have not been altered, modified or amended in any manner whatsoever;

(d) the tenants named in the Leases are not in default under any of the terms, covenants or conditions of the leases and Assignor has duly and punctually performed and shall at all times hereafter duly and punctually perform all and singular, the terms, covenants, conditions and warranties of the leases on the Assignor's part to be kept, observed and performed;

(e) neither the Leases nor any Rents provided for under any of the Leases have been previously sold, assigned, transferred, mortgaged or pledged, and no Rents for any period subsequent to the date of this Assignment have been collected by Assignor or will be collected by Assignor earlier than the calendar month next preceding the calendar month with respect to which such Rents are due and payable under the terms of any of the Leases; and

(f) no period of free or abated rental has been granted to any tenant under any of the Leases.

ARTICLE IV

TERMINABLE LICENSE OF ASSIGNOR TO COLLECT RENTS

4.1 Terminable License of Assignor. So long as there exists no Event of Default, Assignor will have and is hereby granted the license (the “License”) to receive and collect all of the Rents. Assignor shall deposit the Rents so received and collected by Assignor in one or more accounts containing only the Rents so deposited in such accounts (plus any interest paid by the depository on the amount from time to time in such accounts). Such Rents (and interest, if any) must not be commingled with any other funds of Assignor and Assignor shall not deposit any other funds in such accounts other than the Rents. Assignor shall, at all times, keep Assignee advised in writing of the names and locations of each depository at which such accounts containing the Rents are maintained as well as the account number of each such account and, within seven (7) days following notice from Assignee to Assignor, Assignor shall advise Assignee of the balance in each such account to the extent that such information may be requested by Assignee. As provided in Article III of this Assignment, Assignor shall not receive or collect any of the Rents arising or accruing under any of the Leases or from the Property in advance of the calendar month next preceding the calendar month with respect to which such Rents are due and payable under the terms of any of the Leases. Assignor acknowledges and agrees that the License does not negate or otherwise affect the status of this Assignment as being an absolute assignment fully transferring to Assignee title to the Rents.

4.2 Trust Fund. All of the Rents so received or collected by Assignor pursuant to the License hereby granted pursuant to Section 4.1 preceding will constitute a trust fund held by Assignor for the benefit of Assignee; and the entirety of the Rents constituting such trust fund must be utilized by Assignor for payment of the Indebtedness, for timely payment of taxes and assessments on the Property before the accrual of any penalty or interest with respect thereto, for payment of premiums on insurance required under the Security Documents, for payment of the costs of maintenance and repairs with respect to the Property, for fulfillment of Assignor’s other obligations under the Security Documents and for fulfillment of Assignor’s obligation (as landlord) under the Leases, all of such previously stated obligations of Assignor to be fulfilled by Assignor (in such order of priority as Assignee may from time to time direct) prior to Assignor’s utilization of the Rents for any other purpose whatsoever. In all matters relating to the Rents and Leases, Assignor owes to Assignee the highest degree of loyalty and legal fiduciary responsibility recognized by law.

4.3 Automatic Termination of Assignor’s License. Upon the occurrence of any Event of Default, the aforesaid License of Assignor under Section 4.1 of this Agreement will, ipso facto, automatically terminate without the necessity that Assignee give Assignor any notice or institute against Assignor any nature of legal proceedings or take any other action. Upon the occurrence of any such Event of Default and the resulting automatic termination of such License, unless Assignee gives Assignor notice to the contrary (a matter within the sole discretion of Assignee), Assignor shall promptly pay over all Rents thereafter received by Assignor to Assignee and Assignee may exercise any and all legal and equitable remedies including, without limitation, the remedies provided for under Article V of this Assignment. Under no circumstances, however, does Assignee’s legal ownership of the Rents depend upon the occurrence of any such Event of Default or the resulting automatic termination of Assignor’s License or the giving of notice by Assignee or the filing of any

lawsuit or the taking of any other action whatsoever by Assignee, it being the agreement and intention of Assignor and Assignee that this Assignment is absolute (not collateral) and immediately vests ownership of the Rents in Assignee.

4.4 Impact on Tenants of Termination of Assignor's License. Notwithstanding any of the other terms or provisions of this Assignment, until receipt from Assignee of notice of the occurrence of an Event of Default, each tenant may pay rentals directly to Assignor. Upon receipt by any tenant under the Leases, however, of notice from Assignee that an Event of Default has occurred, irrespective of whether Assignor contests the occurrence or existence of such Event of Default or contests Assignee's entitlement to receive the Rents, each such tenant under the Leases is hereby authorized and directed and required to pay directly to Assignee all Rents accruing after the date of the Event of Default stated in such notice from Assignee (irrespective of any contrary provision of the lease to such tenant or any other circumstances whatsoever); and the receipt by Assignee of Rents will constitute a release of each tenant paying such Rents to the extent of the amounts so paid to Assignee by such tenant. The notice from Assignee to tenants referred to in this Section 4.4 is intended solely for the benefit of each tenant and will never inure to the benefit of Assignor or any party claiming through or under Assignor. The receipt by a tenant of any such notice from Assignee constitutes full authorization and mandate for such tenant to make all future payment of Rents directly to Assignee and each tenant paying such future Rents to Assignee after such notice from Assignee will be permitted to rely on such notice and will have no liability to Assignor after such notice for any Rents so paid to Assignee by such tenant. In the event that any tenant receiving any such notice from Assignee does not timely pay such future rents to Assignee, whether on account of continued payment of such Rents by such tenant to Assignor or withholding of such Rents by such tenant or such tenant's paying such rents into the registry of the court in connection with an interpleader or other action or any other non-payment of such Rents to Assignee by any tenant, such tenant will be liable to Assignee for the Rents not so paid to Assignee plus costs of court plus attorneys' fees of Assignee. Promptly upon notice from Assignee to Assignor, Assignor shall cause each tenant to agree in writing to the terms and provisions of this Section 4.4 and shall cause an executed counterpart of such writing to be delivered to Assignee. Whenever requested by Assignee, Assignor shall promptly obtain from each tenant an agreement executed by such tenant which provides that Assignee has notified such tenant of this Assignment, that Assignee has, nevertheless, subject to the terms and provisions of this Assignment, granted Assignor a revocable (by Assignee) license to collect the Rents so long as there is no Event of Default and containing the other terms and provisions hereinabove set forth in this Section 4.4.

Assignor agrees that upon request of Assignee, Assignor will include the provisions of this Section 4.4 in each Lease hereafter executed by Assignor (as landlord) and a tenant.

4.5 Application of Rents Received by Assignee Prior to Foreclosure. All Rents received by Assignee for any period prior to Assignee's foreclosure on the Property or acceptance of a deed to the Property in lieu of foreclosure will continue to constitute the property of Assignee and will be applied by Assignee (in such order as Assignee may from time to time determine) to the payment of: (a) all expenses of managing the Property including, but not limited to, salaries, fees, and other payments to a manager of the Property and/or such other personnel as Assignee may deem necessary or desirable; (b) all expenses of preserving, maintaining and operating the Property including, without limitation, all taxes, assessments, utility charges, insurance premiums, repairs,

renovations, alterations and replacements; (c) all expenses incurred by Assignee incident to exercise of Assignee's rights under this Assignment and Assignee's rights under any of the Security Documents; and (d) payment of the Indebtedness and performance of all of Assignor's other obligations under the Security Documents.

ARTICLE V

REMEDIES

5.1 Remedies. Assignor expressly acknowledges and agrees that upon or at any time after the occurrence of an Event of Default, Assignee's right, title and interest in and to the Leases and Rents will be and remain absolute and inviolate in accordance with the provisions of this Assignment. Moreover, without limiting, altering, affecting or impairing in any manner or to any extent the absolute right, title and Interest of Assignee as provided herein, upon the occurrence of such an Event of Default, Assignee will have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies:

(a) To terminate the License and then and thereafter, without taking possession of the Property, in Assignee's own name, to demand, collect, receive, sue for, attach and levy on the Rents and give proper receipts, releases and acquaintances therefor, and after deducting all necessary and proper costs and expenses of operation of the Property and collection, as determined by Assignee, including attorneys' fees, and apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, in reduction or repayment of the Indebtedness and fulfillment of Assignor's other covenants, duties and obligations under this Agreement and under the Security Documents in such order or priority as Assignee may, in its sole discretion, determine; and

(b) To declare the unpaid principal balance on the Note, the unpaid accrued interest and other accrued but unpaid portion of the Indebtedness immediately due and payable without any (or any further) notice of default, notice of intent to accelerate, notice of acceleration, presentment, protest, demand or action of any nature whatsoever (each of which hereby is expressly waived by Assignor) whereupon the same will become immediately due and payable and, at Assignee's option, exercise all of the rights and remedies contained in the Security Documents.

5.2 Exculpation of Assignee. The acceptance by Assignee of this Assignment, and the exercise by Assignee of any of the rights, powers, privileges and authority provided under this Agreement, will not, prior to action (if any) by Assignee in entering upon and taking possession of the Property, be deemed or construed to constitute Assignee a "mortgagee in possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant which were not actually delivered by Assignor to Assignee, nor will Assignee be liable in any way for any injury or damage to persons or property sustained by any person, firm or corporation in or about the Property.

5.3 No Waiver or Election of Remedies.

(a) Neither the collection of the Rents by Assignee nor application of the Rents by Assignee as provided for in this Assignment will be deemed to cure or waive any Event of Default or waive, modify or affect any notice of default under any of the Security Documents or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee, once exercised, will continue for so long as Assignee elects, notwithstanding that the collection and application of the Rents may have cured the prior Event of Default. If Assignee thereafter elects to discontinue the exercise of any such right or remedy, the same or any other right or remedy under this Agreement may be reasserted at any time and from time to time following any subsequent Event of Default.

(b) The failure of Assignee to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times will not be construed or deemed to be a waiver of any such right, and nothing contained in this Agreement nor anything done or omitted to be done by Assignee pursuant to this Assignment will be deemed to be an election of remedies or a waiver by Assignee of any of its rights and remedies under any of the Security Documents or under the law. The right of Assignee to collect and enforce the payment of the Indebtedness may be exercised by the Assignee either prior to or simultaneously with or subsequent to any action taken under this Assignment.

5.4 Indemnification by Assignor. Assignor hereby agrees to indemnify and hold Assignee free and harmless from and against any and all liability, loss, cost, damage or expense which Assignee may incur under or by reason of this Assignment, or by reason of any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including specifically, but without limitation, any claim by any tenant of credit for Rents paid to and received by Assignor, but not delivered to Assignee, for any period under any Lease earlier than the calendar month next preceding the calendar month with respect to which such Rents payment is due. In the event Assignee incurs any such liability, loss, cost, damage or expense, the amount thereof, including attorneys' fees, with interest thereon at the default rate specified in the Note, will be payable by Assignor to Assignee immediately, without demand, and will be secured by all the security for the payment and performance of the Indebtedness.

ARTICLE VI

MISCELLANEOUS

6.1 Possible Inconsistency Between Assignment and Other Documents. Notwithstanding that the Note, the Guaranty or any of the Security Documents may indicate the transfer of Rents and Leases by Assignor to Assignee to be a pledge or a collateral assignment or assignment which is made as security or as further security for the payment or performance of some monetary or other obligation of Assignor, such provisions are not controlling and are intended to be and are hereby superseded by the provisions of this Assignment indicating that the assignment of Rents and Leases is an absolute assignment of Rents and Leases passing ownership of the Rents and Leases to Assignee subject to the terms and provisions of this Assignment.

6.2 Effect of this Assignment as a Severance. This Assignment effects a severance of the Rents and, accordingly, Assignor's future collection of the Rents pursuant to the License granted under this Assignment does not impair the prior severance of such Rents arising by reason of the provisions of this Assignment. Assignee is expressly authorized to transfer title to the Rents by an assignment of such Rents to the purchaser at a foreclosure sale by effecting such transfer under the terms of the Trustee's Deed or under a separate assignment instrument and, similarly, Assignee is expressly authorized to transfer title to the Rents, in the case of a deed in lieu of foreclosure, either pursuant to and as a part of the terms and provisions of such deed or under a separate assignment instrument. If, after an Event of Default, but prior to any such foreclosure or deed in lieu of foreclosure, Assignor has received any of the Rents applicable to any period after such Event of Default but collected by Assignor prior to (or contemporaneous with) such Event of Default, the entirety of the Rents applicable to any period after such Event of Default are immediately due and payable by Assignor to Assignee.

6.3 Inapplicability of Non-Recourse, Limited Recourse and "Subject To" Provisions. To the extent, if any, that the Guaranty or any of the Security Documents contains any provision indicating that any obligation of Assignor under such Guaranty or under any of such Security Documents is non-recourse or limited recourse in nature, such provisions will not be applicable to or benefit Assignor with respect to any liability of Assignor under or with respect to or in the event of non-compliance by Assignor with any of the provisions of this Assignment. By way of example, but not limitation, if Assignor receives any of the Rents assigned to Assignee under the provisions of this Assignment and does not use or pay or dispose of such Rents in the manner required under this Assignment or under any of the Security Documents, then Assignor is fully personally liable for the payment of such Rents to Assignee.

Similarly, if Assignor has taken title to the Property subject to (but not assuming) any prior lien indebtedness with respect to the Property or has assumed such prior lien indebtedness but subsequently has been granted non-recourse or limited recourse benefits with respect to such assumed prior lien indebtedness, such circumstances will not be applicable to or benefit Assignor under or with respect to or in the event of noncompliance by Assignor with any of the provisions of this Assignment; and, accordingly, in the event that Assignor receives any of the Rents assigned to Assignee under this Assignment (even though Assignee's rights under this Assignment may be inferior to a prior assignment of the Rents which, however, Assignor warrants is not the case), if Assignor does not use or pay or dispose of such Rents in either the manner required under this Assignment or under any of the Security Documents or under the documents pertaining to such prior lien indebtedness, then Assignor is fully personally liable for the payment of such Rents to Assignee.

6.4 Termination of Assignment. Upon payment in full of the Indebtedness, performance of all of the covenants, duties and obligations of Assignor under the Security Documents and performance of all of the covenants, duties and obligations of Assignor under this Assignment, this Assignment will be and become void and of no effect and, upon request of Assignor, Assignee shall promptly execute and deliver to Assignor an instrument under which Assignee releases its rights under this Assignment and sets forth the consent of Assignee to each tenant's future payment of Rents to Assignor. The release by Assignee of the Security Documents will constitute the release of this Assignment.

6.5 Non-Merger. So long as any of the Indebtedness remains unpaid and so long as any of the covenants, duties and obligations of Assignor under any of the Security Documents or under this Assignment have not been performed, unless Assignee otherwise consents in writing, the fee and leasehold estates in and to the Property and any portion thereof will not merge, but will always remain separate and distinct, notwithstanding the union of such estates (without implying Assignee's consent to any such union) either in Assignor, Assignee, any tenant or in any third party by purchase or otherwise.

6.6 Non-Liability of Assignee for Performance of Duties of Assignor Under Leases. Notwithstanding any of the other terms or provisions of this Assignment or the Guaranty or any of the Security Documents, Assignee has not assumed or agreed to perform and will not be obligated to perform any of the covenants, duties or obligations of Assignor (as landlord) under any of the Leases.

6.7 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto must be in writing, personally delivered or sent by postage prepaid first class certified mail, return receipt requested, overnight courier or by facsimile machine, if such facsimile is followed by a hard copy of the facsimile communication sent promptly thereafter by postage prepaid first class certified mail, return receipt requested, or by overnight delivery service. All such notices will be deemed to be given on the day such notice is received if sent by personal delivery or sent by facsimile machine or one (1) business day after such notice is sent by overnight courier or three (3) business days after such notice is sent by certified mail. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this paragraph, notices, demands, instructions and other communications in writing must be given to or made upon the respective parties hereto at their respective addresses indicated for such party below:

Assignor: Stephen W. Carpentieri
602 Pine Needle Drive
Friendswood, Texas 77546

Assignee: LIVE OAK BANKING COMPANY
1741 Tiburon Drive
Wilmington, North Carolina 28403
Attention: Loan Administration

or at such other address as the parties may have furnished to each other in writing.

6.8 Captions. Titles and headings appearing in this Assignment are intended solely for means of reference and are not intended to modify any of the provisions of this Assignment.

6.9 Severability. If any of the provisions of this Assignment and the application thereof in any circumstances is determined to be, to any extent, invalid or unenforceable, the remainder of this Assignment will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by applicable law.

6.10 Entire Agreement. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter of this Assignment and may not be modified or amended in any manner except by a writing executed by Assignor and Assignee and delivered.

6.11 Time of Essence. Time is of the essence with respect to all of the terms and provisions of this Assignment.

6.12 Governing Law. The rights of the parties under this Assignment and all matters relating to the validity, interpretation and enforcement of the provisions of this Assignment will be governed by and determined under the internal local law of the State of Nevada not including any choice of law rule of the State of Nevada, which makes applicable the law of some other jurisdiction for any of such purposes.

6.13 SBA Provisions. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- (b) Assignee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Assignor or Guarantor may claim or assert against any local or state law to deny any obligation of Grantor, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument

[SIGNATURE PAGE FOLLOWS]

[Signature Page of Assignment of Leases and Rents]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Leases and Rents under seal on the day and year first above written.

ATTEST/WITNESS:

Violet L. O'Brien

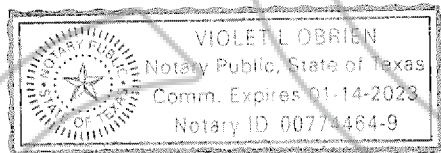
Stephen W. Carpentieri (Seal)
STEPHEN W. CARPENTIERI

STATE OF TEXAS)
) SS:
COUNTY OF Harris)

I HEREBY CERTIFY that on this 5 day of February, 2021 before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction STEPHEN W. CARPENTIERI, personally well known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained, and delivered the same as such.

WITNESS my hand and Notarial Seal the year and day first above written.

[NOTARIAL SEAL]



Violet L. O'Brien
Signature of Notarial Officer
Title of Office: Notary Public
My Commission Expires: Jan 14, 2023

Violet L. O'Brien
Notary Public, State of Texas
Commission Expires 01-14-2023
Notary ID 00774464-9

EXHIBIT A

Legal Description

Property address: 1299 US Hwy 50, Glenbrook, Nevada 89413

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

Lot 10 in Block A, of Lincoln Park, Lake Tahoe, Nevada according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on September 7, 1921 in Book D of Miscellaneous, Page 40A, as Document No. 305, Douglas County, Nevada Records.

Parcel Number: 1418-34-110-046

