

**RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:**

PREFERRED BANK
601 S. Figueroa Street, 29th Floor
Los Angeles, California 90017
Attention: Joann Gaspard
Manager, Note Department

Assessor's Parcel No. _____

**ABSOLUTE ASSIGNMENT OF LEASES, LEASE GUARANTIES,
RENTS, ISSUES AND PROFITS**

FOR VALUE RECEIVED, the undersigned, _____
("Assignor"), grants, transfers and assigns to PREFERRED BANK, a California banking corporation ("Assignee"), all of Assignor's right, title and interest in all leases executed by Assignor, or Assignor's predecessors in interest, or Assignor's successors in interest, in regard to the real property described below, as lessor (individually and collectively, the "Leases"), concerning real property located in Los Angeles County, California, and legally described as set forth in Exhibit "A" hereto and incorporated herein by reference ("Property"), and all lease guaranties in regard to the Leases (individually and collectively, the "Lease Guaranties") and all rents, issues and profits of the Property, including the cash proceeds thereof, to the fullest extent permitted by California Civil Code Section 2938. Assignor's interests in the Property are the subject of that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September __, 2010 ("Deed of Trust"), by Assignor, as Trustor, to _____, as Trustee, for Assignee, as Beneficiary, which Deed of Trust secures an obligation or obligations in the original principal amount of Eighteen Million and No/100 Dollars (\$18,000,000.00) plus permitted accrued interest pursuant to that certain Construction Loan Agreement ("Loan Agreement") between Assignor, on the one hand, and Assignee, on the other hand, dated September __, 2010, in regard to which this assignment is given. This assignment includes the assignment of Assignor's interest in all extensions and renewals of the Leases and all extensions or renewals of the Lease Guaranties.

1. Assignor warrants that title to all of such property interests is in Assignor; that Assignor has the right to make this assignment; that full title and right to receive all rents, issues and profits under the Leases and all amounts accruing under the Lease Guaranties are vested absolutely in Assignee by this assignment; and that the rental property and rental payments and other sums are free from liens, encumbrances, claims and setoffs of every kind whatsoever, other than the liens and rights of Assignee.
2. Assignor, to the extent made necessary hereby, appoints Assignee its true, lawful and irrevocable attorney to demand, receive and enforce payment, to give receipts, releases and

satisfactions, and to sue, either in the name of Assignor or in the name of Assignee, for all rents and other sums payable in regard to the Leases and Lease Guaranties.

3. Until a default in the payment of any indebtedness to which this assignment is related or in the performance of any obligation, covenant or agreement contained herein or in the Deed of Trust on the part of Assignor to be performed occurs ("Default"), Assignor shall have the right to collect said rents or other sums, but according to the terms and conditions hereinafter specified. Upon Default by Assignor, Assignee shall be entitled to collect and receive all rents, issues and profits that have accrued but remain unpaid and uncollected by Assignor (or Assignor's agent, or for Assignor's benefit) on that date, and all rents, issues and profits that accrue after that date.

4. Assignee may enforce its rights to collect rents, issues and profits in any manner permitted by law, including, without limitation, (a) the appointment of a receiver, (b) obtaining possession of the rents, issues or profits, (c) delivery to any one or more of the tenants of a written demand for the turnover of rents, issues and profits in the form specified by California Civil Code Section 2938, and (d) delivery to Assignor of a written demand for the rents, issues and profits as specified by California Civil Code Section 2938.

5. Assignor consents that, without further notice and without releasing the liability of Assignor, Assignee may, at Assignee's discretion, give grace or indulgence in the collection of all rents and sums due or to become due under the Leases and Lease Guaranties and grant extensions of time for the payment of the same before, at, or after maturity.

6. Nothing herein contained shall be construed as imposing upon Assignee the duty to collect any rent or any other sum. Further, nothing herein contained shall be construed as imposing upon Assignee any duty in regard to causing the Property to be rented, in whole or in part, or to be utilized in any other way.

7. Nothing herein contained shall be construed as requiring Assignee to give credit to Assignor or any successor in interest of Assignor in regard to Assignor's obligation or obligations to Assignee which are related to this assignment, or as creating any setoff against or reduction of said obligation or obligations for any sum or sums except to the extent of any sum or sums actually received and so applied by Assignee.

8. Assignee does not assume any of the landlord's obligations under the Leases or the Lease Guaranties, or any of them, and Assignor agrees (a) to keep and perform all obligations of the landlord under the Leases and the Lease Guaranties and to save Assignee harmless from the consequences of any failure to do so; and (b) to preserve the Property subject to the Leases free and clear of liens and encumbrances, except to or with the written consent of Assignee.

9. Assignor agrees that Assignor will not assign any other interest in the Leases or the Lease Guaranties, or any of them, or in the rents, issues or profits of the Property; that notice of this assignment may be given to any tenant or lease guarantor at any time at Assignee's option; and that, in the event any payment of rent or any other sum is made to Assignor, Assignor will hold such rent or other sum as trustee for Assignee to the extent that the same equals any installment or installments then due and payable under the related obligation or obligations, any installment

or installments on any lien which may be superior to the Deed of Trust in terms of priority and any taxes or assessments then due and payable in regard to the Property.

10. Assignor further agrees, at its sole cost and expense: (i) to enforce or secure the performance of each obligation of the Leases by the respective Lessees to be performed and each obligation of the Lease Guaranties by the respective lease guarantor to be performed; (ii) not to anticipate the rents thereunder, nor to waive or release any party thereunder of or from his, her or its obligations; and (iii) not to modify the Leases or Lease Guaranties, or any of them, nor accept surrender thereunder.

11. This assignment is in addition to the Deed of Trust and is not to be construed as being a waiver of any of the terms thereof or of the obligations which the Deed of Trust secures.

12. If, as and when a Default occurs, Assignee shall be entitled to all attorneys' fees paid or incurred by Assignee for so doing, all fees and commissions paid or incurred by Assignee for or in connection with management of the Property, and reimbursement of all expenses paid or incurred by Assignee for or in connection with maintaining the Property, all added to the obligation hereinabove described as though advances under the Deed of Trust.

13. This assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of all obligations related to it or it is released in writing by Assignee.

14. A Default hereunder shall constitute a default under the Loan Agreement, the Note, the Deed of Trust and all other instruments evidencing or securing the Note, as those terms are defined in the Loan Agreement, and, upon occurrence of any such Default, at the option of Assignee, without notice to Assignor, all unpaid indebtedness secured by said instruments shall become immediately due and payable.

15. Nothing contained in this assignment or in any action or undertaking by Assignee pursuant to this assignment shall be deemed or be construed to constitute Assignee as a mortgagee in possession of the Property or to obligate Assignee to take any action hereunder, to incur expenses or discharge any obligation, duty or liability hereunder or under the Leases or Lease Guaranties. Until the loan as evidenced by the Note and all indebtedness secured hereby shall have been paid in full, Assignor will from time to time execute and deliver to Assignee upon demand any and all writings which Assignee may deem necessary or desirable to carry out the purposes and intent hereof, and which will enable Assignee to enforce any right or remedy hereunder.

16. Assignor hereby indemnifies and holds Assignee harmless from and against any and all liability, loss, or damage which Assignee may incur under the Leases or Lease Guaranties or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by any mortgagee or holder of a trust deed under the Leases or this assignment. Nothing contained in the Note, the Deed of Trust, the Loan Agreement, or in this assignment shall be construed to bind Assignee to the performance of any of the terms or provisions contained in any of the Leases or Lease Guaranties, or otherwise to impose any obligation on Assignee, including, but not limited to, any liability under any covenant of quiet

enjoyment contained in the Leases in the event that any tenant shall have been joined as a party defendant in any action to foreclose the Deed of Trust and shall have been barred and foreclosed thereby of all right, title, and interest, and equity of redemption, in said premises. Prior to actual entry and taking possession of the Property, or any portion thereof, by Assignee, even though Assignee may be receiving rental income, this assignment shall not operate to place responsibility for control, care, management, or repair of said Property upon Assignee, nor for the carrying out of any terms and provisions of the Leases or Lease Guaranties. Should Assignee incur any liability described in this Section, or loss or damage under the Leases or Lease Guaranties or under or by reason of the assignment, or in defense of any such claims or demands, Assignor shall immediately upon demand reimburse Assignee for the amount thereof, including all costs, expenses and attorneys' fees incurred in connection therewith, and Assignee may retain possession and collection of any and all rents and other income derived from the Leases, the Lease Guaranties and/or the Property, and, from time to time, apply them in or towards satisfaction of or reimbursement for any such loss, damage, cost or expense.

[Signature page to follow.]

Dated: September __, 2010

“ASSIGNOR”

_____,
a _____

By: _____

Name: _____

Its: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION