ASSIGNMENT OF CONSTRUCTION CONTRACTS

Borrower: Loan or under any of the Loan documents, Lender shall not exercise any of Assignor's rights under the Contracts; provided, however, that from and after the time of any such default, Lender immediately shall become entitled, but shall not be obligated, to exercise any rights of Assignor with respect to the Project. Lender may, but shall not be required to, perform the obligations of the Contracts pursuant to the above Assignment.

Lender's Rights. Assignor warrants with respect to each Contract that: (a) there has been no prior assignment of the Contract; (b) the Contract is a valid, enforceable agreement; (c) neither party is in default to the other under the Contract; and (d) all covenants, conditions, and agreements have been performed as required in the Contract, except those not due to be performed until after the date of this Assignment.

Assignor hereby grants, transfers, and assigns to Lender all of Assignor's right, title, and interest in and to the following described construction contracts (the "Contracts"): (1) Construction Contract: The construction contract between Assignor and Contractor for the construction of the Project.

Assignor warrants that there has been no prior assignment of the Contracts, including the primary construction contract, hereby acknowledges the above assignment of the Contracts and warrants that there has been no prior assignment of the Contracts of which Contractor has notice. Contractor hereby warrants that the Contracts are valid, enforceable agreements and that, to the best of Contractor's knowledge, Assignor is not in default thereunder. Contractor agrees that (a) Lender may enforce the obligations of the Contracts pursuant to the above assignment with the same force and effect as if enforced by Assignor, and (b) Lender may, but shall not be required to, perform the obligations of Assignor, and Contractor will accept such performance in lieu of performance by Assignor in satisfaction of Assignor's obligations under the Contracts. Contractor further agrees that any alteration or amendment of the Contracts will not be effective unless and until approved in writing by Lender.

ASSIGNOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF CONSTRUCTION CONTRACTS AND AGREES TO ITS TERMS.

ACKNOWLEDGMENT OF ASSIGNMENT

(Contractor’s), being a party to one or more of the above described Contracts, including the primary construction contract, hereby acknowledges the above assignment of the Contracts and warrants that there has been no prior assignment of the Contracts of which Contractor has notice. Contractor hereby warrants that the Contracts are valid, enforceable agreements and that, to the best of Contractor's knowledge, Assignor is not in default thereunder. Contractor agrees that (a) Lender may enforce the obligations of the Contracts pursuant to the above assignment with the same force and effect as if enforced by Assignor, and (b) Lender may, but shall not be required to, perform the obligations of Assignor, and Contractor will accept such performance in lieu of performance by Assignor in satisfaction of Assignor's obligations under the Contracts. Contractor further agrees that any alteration or amendment of the Contracts will not be effective unless and until approved in writing by Lender.

CONTRACTOR: (Contractor’s)

Authorized Signer

DATED

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