

RECORDATION REQUESTED BY:

Crown Bank  
Brick  
715 Highway 70  
Brick, NJ 08723



INSTR # 2010091446  
DR BK 14707 PG 0539  
RECORDED 10/06/2010 09:15:58 AM  
SCOTT M. COLABELLA  
ACTING COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

WHEN RECORDED MAIL TO:

Crown Bank  
Brick  
715 Highway 70  
Brick, NJ 08723

Ms. 14895  
MID-STATE ABSTRACT COMPANY  
207 HOOPER AVENUE  
P.O. BOX 413  
TOMS RIVER, NJ 08754  
(732) 244-3000

SEND TAX NOTICES TO:

Crown Bank  
Brick  
715 Highway 70  
Brick, NJ 08723

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This ASSIGNMENT OF LEASES AND RENTS prepared by: X Margaret Megill  
Name of Signer: Margaret Megill, Loan Documentation Associate  
Crown Bank

ASSIGNMENT OF LEASES AND RENTS

THIS ABSOLUTE ASSIGNMENT OF LEASES AND RENTS dated September 29, 2010, is made and executed between Bottazzi Associates, LLC, whose address is 45 Seville Drive, Brick, NJ 08723 (referred to below as "Grantor") and Crown Bank, whose address is 715 Highway 70, Brick, NJ 08723 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, transfers, grants, sets over and conveys to Lender all of Grantor's right, title, and interest in and to the Leases and Rents from the following described Property located in Ocean County, State of New Jersey:

See Schedule A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 2518 Hooper Ave, Brick, NJ 08723. The Property tax identification number is Block 549, Lots 5,6,9,10,12.02 on the tax map of the Township of Brick, County of Ocean, State of New Jersey.

This is an absolute assignment of Leases and Rents made in connection with an obligation secured by Property.

THIS ASSIGNMENT IS GIVEN IN CONNECTION WITH GRANTOR'S AGREEMENTS REGARDING (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE, LICENSE TO COLLECT. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall strictly perform all of Grantor's obligations under this Assignment. So long as there shall exist no Event of Default hereunder or under the Note or any Related Documents, there is reserved to the Grantor a license to collect as they become due, but not prior to accrual, all rents, income, issues and profits from the Property and the proceeds of rent and other insurance and to retain, use and enjoy the same and to apply such rents, issues, income and profits, to the payment of (A) the cost of all such alterations, renovations, repairs, replacements and maintenance and expenses incident to taking an retaining possession of the Property and the management and operation thereof, and keeping the same insured, (B) all taxes, charges, claims, assessments, water rents, sewer rents and any other liens on the Property, and premiums for said insurance, with interest on all such items and (C) the repayment of the Indebtedness herein described when due and payable, together with all costs and reasonable attorneys' fees, before using any part of the same for any other purpose. Upon the occurrence of an Event of Default under this Assignment, the Note or any Related Documents, such license granted to the Grantor shall be immediately revoked without further demand or notice from the Lender.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LEASES AND RENTS. With respect to the Leases and Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Leases and Rents free and clear of all rights, loans, liens, encumbrances, and claims except

Record As A Mortgage

8/30 04/71 3/1/10

REVISED SCHEDULE A  
DESCRIPTION OF LAND

ALL THAT CERTAIN PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON IN THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEGINNING AT A POINT IN THE WESTERLY LINE OF HOOPER AVENUE AT THE SOUTHERLY TERMINUS OF A CURVE HAVING A RADIUS OF 33.00 FEET AND AN ARC LENGTH OF 51.72 FEET CONNECTING SAID WESTERLY LINE OF HOOPER AVENUE WITH THE SOUTHERLY LINE OF DRUM POINT ROAD:

1. SOUTHWESTERLY ALONG SAID WESTERLY LINE OF HOOPER AVENUE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 567.00 FEET, AN ARC LENGTH OF 357.60 FEET TO A POINT;
2. SOUTH 52 DEGREES 31 MINUTES 51 SECONDS WEST, STILL ALONG THE SAME 47.05 FEET TO A POINT;
3. NORTH 68 DEGREES 18 MINUTES 59 SECONDS WEST, 139.51 FEET TO A POINT;
4. NORTH 05 DEGREES 39 MINUTES 48 SECONDS EAST, 290.58 FEET TO A POINT;
5. SOUTH 58 DEGREES 01 MINUTES 07 SECONDS EAST, 107.06 FEET TO A POINT;
6. NORTH 16 DEGREES 35 MINUTES 48 SECONDS EAST, 136.43 FEET TO A POINT IN THE SOUTHERLY LINE OF DRUM POINT ROAD;
7. SOUTH 73 DEGREES 24 MINUTES 11 SECONDS EAST ALONG THE SAME, 193.95 FEET TO A POINT OF CURVATURE;
8. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET CONNECTING SAID SOUTHERLY LINE OF DRUM POINT ROAD WITH THE WESTERLY LINE OF HOOPER AVENUE, AN ARC LENGTH OF 51.72 FEET TO THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREOUT AND THEREFROM ALL THAT PORTION OF THE PREMISES CONVEYED TO THE COUNTY OF OCEAN FOR ROAD WIDENING PURPOSES AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY INTERSECTION OF THE WESTERLY LINE OF THE VACATED PORTION OF HOOPER AVENUE (THIRTY THREE FEET WIDE) WITH THE EASTERLY LINE OF HOOPER AVENUE (TWENTY-FIVE FEET FROM THE CENTERLINE THEREOF) AS RELOCATED AND FROM SAID BEGINNING POINT RUNNING:

1. SOUTHERLY ALONG SAID LINE OF THE VACATED RIGHT-OF-WAY, SAID LINE BEING ALSO THE EASTERLY LINE OF LOT 10, ON A CURVE BEARING TO THE RIGHT HAVING A RADIUS OF 197.68 FEET, AN ARC DISTANCE OF 120.68 FEET TO THE SOUTHERLY INTERSECTION OF SAID RIGHT-OF-WAY LINES;
2. NORTHERLY ALONG SAID LINE OF HOOPER AVENUE AS RELOCATED, ON A CURVE BEARING TO THE LEFT HAVING A RADIUS OF 625.00 FEET, AN ARC DISTANCE OF 119.00 FEET TO THE POINT AND PLACE OF BEGINNING.

THE REMAINING PORTION OF THE PREMISES IS KNOWN AND DESIGNATED AS LOTS 5, 6, 9, 10 AND 12.02 IN BLOCK 549 ON THE TOWNSHIP OF BRICK TAX MAP.

MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754  
PHONE (732) 244-3000 - FAX (732) 244-3924  
TITLE NO. - MS-148953

KR

BOTTAZZI ASSOCIATES / CROWN BANK

as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Leases and Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Leases and Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor shall not alter, modify or change the terms of said Leases without Lender's prior written consent. At Lender's request, Grantor shall assign and transfer to Lender any and all subsequent Leases upon all or any part of the premises described in said Leases or said Related Documents and shall execute and deliver all such further assurances and assignments in the Property as Lender shall from time to time require.

**No Default.** The leases are in full force and effect and have not been amended, modified or terminated. No Event of Default (or event which with the giving of notice or passage of time would be an Event of Default) has occurred.

**LENDER'S RIGHT TO COLLECT LEASES AND RENTS.** Notwithstanding the provisions hereof under the heading "Payment and Performance; License to Collect," Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Leases and Rents to be paid directly to Lender or Lender's agent.

**Enter the Property; Collect Leases and Rents.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Leases and Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Leases and Rents and remove any tenant or tenants or other persons from the Property. Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of New Jersey and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Leases and Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF LEASES AND RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Leases and Rents. Lender, in its sole discretion, shall determine the application of any and all Leases and Rents received by it; however, any such Leases and Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Leases and Rents shall become a part of the Indebtedness, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, this Assignment shall become void with no further force and effect and Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Leases and Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or

any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any Related Documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Leases and Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, subject to any notice or right to cure requirements that may be applicable, to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**Collect Leases and Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Leases and Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Leases and Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment, the Note, the other Related Documents or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not include pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties

as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Jersey without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of New Jersey.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Non-Liability of Lender.** The relationship between Borrower and Grantor and Lender created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment. This means that all deadlines for performance provided under this Assignment must be strictly complied with and that failure to do so will result in a default.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF LEASES AND RENTS, as this ASSIGNMENT OF LEASES AND RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF LEASES AND RENTS from time to time.

**Borrower.** The word "Borrower" means Patrick L. Bottazzi; Bottazzi's Red Lion Tavern Inc. and Bottazzi Associates, LLC.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

ASSIGNMENT OF LEASES AND RENTS  
(Continued)

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Bottazzi Associates, LLC.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Leases and Rents.** The words "Leases and Rents" mean all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, insurance proceeds, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

**Lender.** The word "Lender" means Crown Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated September 29, 2010, in the original principal amount of \$1,500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 29, 2010.

GRANTOR:

BOTTAZZI ASSOCIATES, LLC

By: Patrick L. Bottazzi  
Patrick L. Bottazzi, Manager of Bottazzi Associates, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Ocean

BE IT REMEMBERED that on this 29<sup>th</sup> day of September, 2010, before me, the subscriber, personally appeared Patrick L. Bottazzi, Manager of Bottazzi Associates, LLC, who, I am satisfied, is the person who signed the within instrument, and he or she acknowledged that he or she was authorized to and signed the within instrument, and that the within instrument is the voluntary act and deed of such limited liability company.

[Signature]  
[Notary Public]

RICHARD D. STANZIONE  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

## List of Marks

01

SEE C/M OR BK 15242 PG979 CURR DATE 07/02/2012