
**ASSIGNMENT OF LEASES AND RENTS
("ASSIGNMENT")**

MIDWEST EQUITY ENTERPRISES, LIMITED PARTNERSHIP (Borrower")

to

HSBC REALTY CREDIT CORPORATION (USA) ("Lender")

Dated: January 31, 2003

Return original to:

#104315

Betty J. Cummins
First American Title & Trust
P.O. Box 1234
Oklahoma City, OK 73102

Prepared By:

PHILLIPS, LYTTLE, HITCHCOCK, BLAINE & HUBER LLP
3400 HSBC Center
Buffalo, New York 14203
Attention: John A. Pappano, Esq.

5/21

MADE as of this 31st day of January, 2003, by MIDWEST EQUITY ENTERPRISES, LIMITED PARTNERSHIP, an Oklahoma limited partnership whose address is 4221 North Buffalo Street, Orchard Park, New York 14127 ("Assignor") to HSBC REALTY CREDIT CORPORATION (USA), a Delaware corporation whose address is One HSBC Center, 27th Floor, Buffalo, New York 14203 ("Assignee"):

Assignor is the owner of the real property described on Schedule A attached hereto and made a part hereof ("Premises") and is obligated to pay to Assignee indebtedness in the maximum principal amount of FOUR MILLION THREE HUNDRED THOUSAND AND NO/100 UNITED STATES DOLLARS (\$4,300,000.00) secured by a mortgage of even date herewith ("Mortgage") between Assignor and Assignee ("Indebtedness").

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and

For purposes of giving additional continuing collateral security for the repayment of the Indebtedness, Assignor hereby assigns to Assignee all the right, title and interest of Assignor in and to any lease or tenancy of the Premises or any part thereof (each a "Lease", collectively "Leases") and all rents and other monies now due or hereafter to become due thereon. So long as there shall exist no default under the Mortgage or under the covenants and agreements of this Assignment, Assignor shall have the right to collect the rents and monies assigned hereunder as they come due and to retain and use the same. As used herein, "Lease" shall include subleases of space in the Premises, if any.

AND Assignor covenants, agrees and represents as follows:

1. All Leases submitted to Assignee are now valid and enforceable according to their terms, and have not, since their execution, been altered or amended in any manner which would cause a reduction of the rental or other sums due to the landlord thereunder or to create greater financial obligations on the part of the landlord, and no rents thereunder have been collected in advance of the time when such rent is due.
2. Assignor will duly perform all the duties and comply with all the terms, covenants, conditions, provisions and agreements required of or made by Assignor according to the Leases and any renewal, extension or modification thereof or any subsequent lease or rental agreement affecting the Premises.
3. Except in the ordinary course of Assignor's business, Assignor will not, without Assignee's prior written consent, cancel, abridge, or modify any Lease or any tenancy or rental agreement affecting the Premises, transfer, mortgage or otherwise encumber the Premises (except as provided in the Mortgage), the rents due under Leases or tenancies or any part thereof, or accept prepayments of installments of rent to become due.

4. Assignor has the right to the rents presently due or to become due under the existing Leases, has not previously assigned such rents or any part thereof except to Assignee, has the right and authority to make this Assignment, has performed or will perform all necessary acts to authorize payment of the rents to Assignee and will execute and deliver to Assignee any and all other documents and perform all acts requested by Assignee in connection with the Leases and this Assignment.

5. Assignee is hereby appointed attorney-in-fact of Assignor with full power and authority to act in the name of Assignor after any default under the Mortgage:

a. to demand, recover and receive any and all rents and income of the Premises;

b. to perform such acts as may be required of Assignor by all Leases, any other tenancies of the Premises and this Assignment;

c. to let or lease the Premises or any part thereof which is now or may become vacant for such periods as Assignee may deem proper;

d. to maintain any and all actions or proceedings to recover rents or other income from the Premises or to remove tenants therefrom; and

e. to pay all sums deemed necessary toward taxes, assessments, utility charges, prior liens, insurance premiums or repairs affecting the Premises, and if the income of the Premises is not sufficient to cover such payments, together with sums then due on the Indebtedness secured hereby, Assignor will promptly reimburse Assignee to the extent thereof and such sums shall be secured hereby, however, nothing herein shall in any way obligate Assignee to act in any manner on behalf of Assignor or relieve Assignor from its duty to perform according to the provisions of the Leases and this Assignment. The rights and powers granted to Assignee hereby shall be irrevocable so long as the Indebtedness remains unpaid.

6. Nothing contained in this Assignment shall operate as or be deemed to be an extension of the time for payment of the Indebtedness or to in any way affect any of Assignee's rights, powers or remedies to enforce payment of the Indebtedness or any part thereof, no delay or omission by Assignee in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Assignee may remedy any default by Assignor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Assignor. All rights and remedies of Assignee hereunder are cumulative.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment.

MIDWEST EQUITY ENTERPRISES, LIMITED
PARTNERSHIP,
An Oklahoma Limited Partnership

By: Midwest Equity Enterprises Incorporated,
An Oklahoma Corporation, General Partner

By: [Signature]
Michael T. Gacioch
Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF ERIE)

This instrument was acknowledged before me on January 31, 2003, by Michael T. Gacioch, as Vice President of Midwest Equity Enterprises Incorporated, an Oklahoma corporation, as General Partner of MIDWEST EQUITY ENTERPRISES, LIMITED PARTNERSHIP, an Oklahoma limited partnership.

[Signature]
Notary Public, Commission No. _____

My Commission Expires:

(SEAL) **KATHERINE M. LEE**
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 1, 2006

BFLO Doc # 1219870.5

BOX 374 (JAP)

SCHEDULE A
LEGAL DESCRIPTION

A part of the Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point on the East line of said SE/4 a distance of 20.00 feet South of the Northeast corner of said SE/4;

Thence South $00^{\circ}15'07''$ East along the East line of said SE/4 a distance of 429.73 feet;

Thence South $89^{\circ}55'55''$ West a distance of 1195.79 feet;

Thence North $07^{\circ}43'50''$ West a distance of 456.75 feet to a point in the North line of said SE/4;

Thence South $89^{\circ}56'37''$ East a distance of 607.25 feet;

Thence South $00^{\circ}03'23''$ West a distance of 50.00 feet;

Thence South $89^{\circ}56'37''$ East a distance of 100.00 feet;

Thence North $00^{\circ}03'23''$ East a distance of 30.00 feet;

Thence South $89^{\circ}56'37''$ East a distance of 548.11 feet to the point of beginning.