

(Space above this line for recording purposes)

**LEASEHOLD ASSIGNMENT**  
As Security for a Loan  
From JOHNSON COUNTY BANK

1. DATE AND PARTIES. The date of this Leasehold Assignment (Agreement) is August 21, 1997, and the parties are the following:

LESSOR:

LESSEE:

ROBERT R. HOPKINS  
JANE S. HOPKINS  
MATTHEW A. BUCHMANN

LESSEE:

LESSOR:

TODD W. BABINGTON  
2115 PRINCETON BLVD.  
LAWRENCE, KANSAS 66049  
Social Security # 512-66-4434  
TAMMY J. BABINGTON  
2115 PRINCETON BLVD.  
LAWRENCE, KANSAS 66049  
Social Security # 510-78-0578

BANK:

JOHNSON COUNTY BANK  
a KANSAS banking corporation  
10307 Melcalf Ave.  
Overland Park, Kansas 66212  
Tax I.D. # 48-1156363

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 20500371, (Note) dated August 21, 1997, and executed by A WING AND A PRAYER, INC., TODD BABINGTON, and TAMMY BABINGTON (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$100,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Lessee, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Agreement is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness and whether or not such future advances are incurred for any purpose that was related or unrelated to the purpose of the Obligations).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Lessee's, behalf as authorized by this Agreement and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Lessee's performance of any terms in this Agreement, and Borrower's and Lessee's performance of any terms in any deed of trust, any trust deed, any trust indenture, any mortgage, any deed to secure debt, any security agreement, any other assignment, any construction loan agreement, any loan agreement, any