
**COLLATERAL ASSIGNMENT OF LEASES
AND POWER OF ATTORNEY**

This Collateral Assignment of Leases (“**Assignment**”) is made effective the 31st day of October, 2003, by and between **GAC FOOTSTORE LLC**, a Delaware limited liability company (“**Assignor**”), whose mailing address is 111 South Broadway, Suite 301, Rochester, MN 55904, and **STEARNS BANK NATIONAL ASSOCIATION**, a Minnesota banking association (“**Lender**”), whose mailing address is 4191 2nd Street South, St. Cloud, MN 56301.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is acknowledged, and to secure to Lender, its successors and assigns, the payment of a note in the original principal amount of \$4,000,000 executed by Assignor to Lender, together with all extensions, amendments and renewals thereof (“**Note**”); and performance of all covenants and agreements contained in the Note and a loan agreement executed in conjunction therewith and any other instrument delivered to Lender to govern or secure the obligations of Assignor pursuant to the Note (the “**Loan Documents**”), Assignor does collaterally sell, assign, transfer and set over to Lender, its successors and assigns, forever, Assignor’s interest in all leases and guaranties of such leases, now or hereafter entered into by Assignor as lessor (“**Leases**”), covering all or any portion of the property situated in the County of Shelby, State of Alabama, and legally described on the attached **Exhibit A (“Real Estate”)**.

Provided, nevertheless, that if Assignor pays to Lender the sums due under the Note and fully performs its obligations under the Loan Documents, then this Assignment shall be null and void, and of no force and effect, and Lender shall reassign its interest herein to Assignor.

Assignor covenants as follows: that there is no default in the Leases; that Assignor has good right to sell, convey and assign same; that Assignor has made no previous assignments (other than as security for a loan which is being repaid from the amounts advanced by lender under the Loan Documents), nor has Assignor otherwise encumbered Assignor’s interest in the Leases, and that Lender, its successors and assigns, shall quietly enjoy and possess the same; and, that Assignor will warrant and defend the title to the same.

Assignor covenants and agrees with Lender to pay the principal sum of money and interest due on the Note, to pay all taxes and assessments on the Real Estate, and to keep the buildings on the Real Estate insured by companies approved by Lender against loss by fire and extended coverage for its full insurable value, to deliver to Lender the policies for such insurance with mortgage clause

Land Title

attached in favor of Lender, to keep the Real Estate free and clear of all liens, to keep buildings in good repair, and to perform all of its obligations pursuant to the Note and other Loan Documents.

The security interest granted herein includes all the estate and right of Assignor in and to share the Real Estate under the above-mentioned Leases, and Assignor assigns, transfers and sets over to Lender the Leases and all renewals, extensions and modifications thereto and any replacement thereof.

Except in accordance with the terms of the Leases, Assignor will not surrender the leasehold estate and interest described above, nor terminate or cancel the Leases and will not, without Lender's express written consent, modify, change, supplement, alter, or amend the Leases outside the ordinary course or in the exercise of prudent business judgment, and any termination, cancellation, modification, change, supplement, alteration, or amendment of the Leases without Lender's prior written consent, where required, shall be void and of no force or effect. Lender may withhold such consent in its sole discretion.

Assignor shall not assign Assignor's interest in the Leases nor, to the extent within its control under the Leases, consent to the subletting of the Real Estate without the prior written consent of Lender, which consent shall not be unreasonably withheld or declared. If the Assignor's interest is assigned, sold or otherwise transferred without Lender's consent, where required, then the entire amount due pursuant to the Note and this Assignment shall be immediately due and payable.

Assignor specifically covenants and warrants that Assignor will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed on Assignor under the Leases, and if Assignor shall fail to do so, Lender may, but shall not be obligated to, after notice to Assignor to take any action Lender deems necessary or desirable to prevent or to cure any default by Assignor in the performance of, or compliance with, any of Assignor's covenants or obligations under the Leases. On receipt by Lender from the tenant under Leases of any written notice of default, Lender may rely thereon and take any action to cure such default even though the existence of such default or the nature thereof is questioned or denied by Assignor. Assignor expressly grants to Lender the absolute and immediate right to enter the Real Estate or any part thereof to such extent and as often as Lender, reasonably, deems necessary or desirable in order to prevent or to cure any such default by Assignor. Lender may pay and expend such sums of money as Lender reasonably deems necessary for any such purpose, and Assignor hereby agrees to pay to Lender, immediately and without demand, all such sums so paid and expended by Lender, together with interest thereon from the date of each such payment at the rate provided in the Note. All sums paid and expended by Lender with interest shall be secured by this Assignment.

Upon breach or default in any covenant or agreement of Borrower under this Assignment, after thirty (30) days' notice and opportunity to cure, Lender shall have the right to enter and take immediate possession of the Real Estate and may exercise all other rights and remedies it has pursuant to agreement, law or equity.

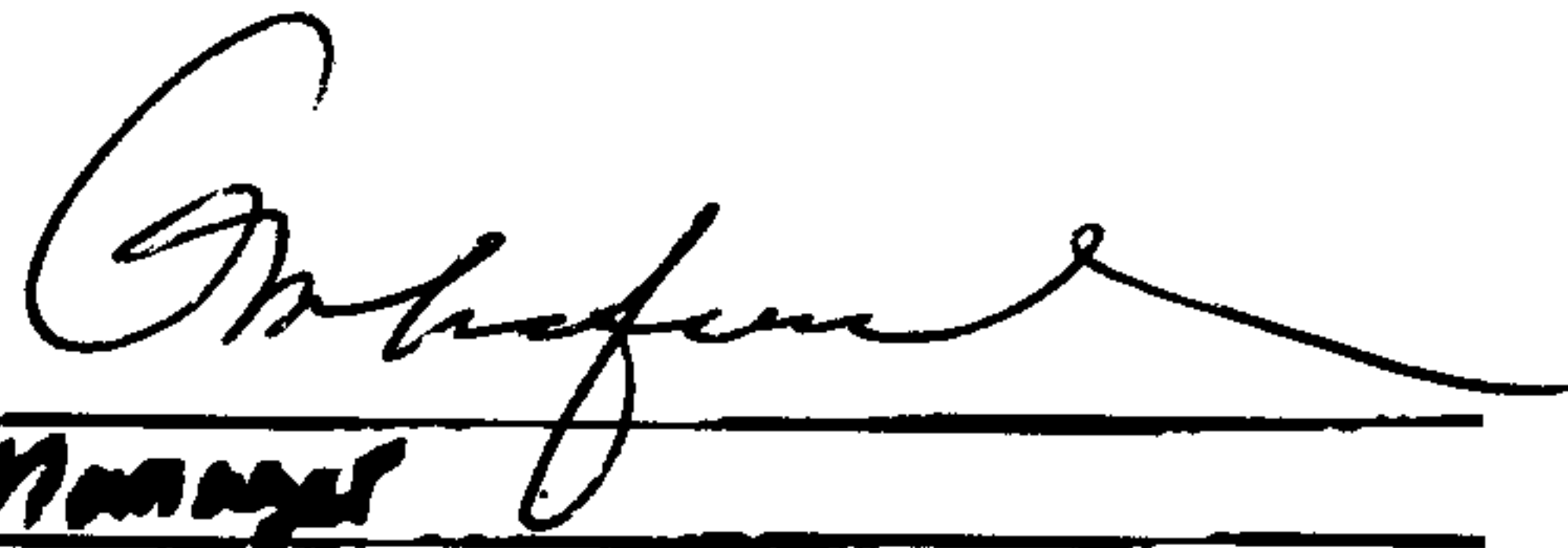
Assignor irrevocably appoints Lender as its true and lawful attorney-in-fact effective upon an Event of Default to perform all acts necessary or incident to performance and execution of all powers granted to Lender hereunder.

It is understood that powers given to Lender hereunder may be exercised solely at Lender's option but without any duty or obligation of Lender to do so.

The rights granted herein are in addition to and not in limitation of the rights granted in the Loan Documents.

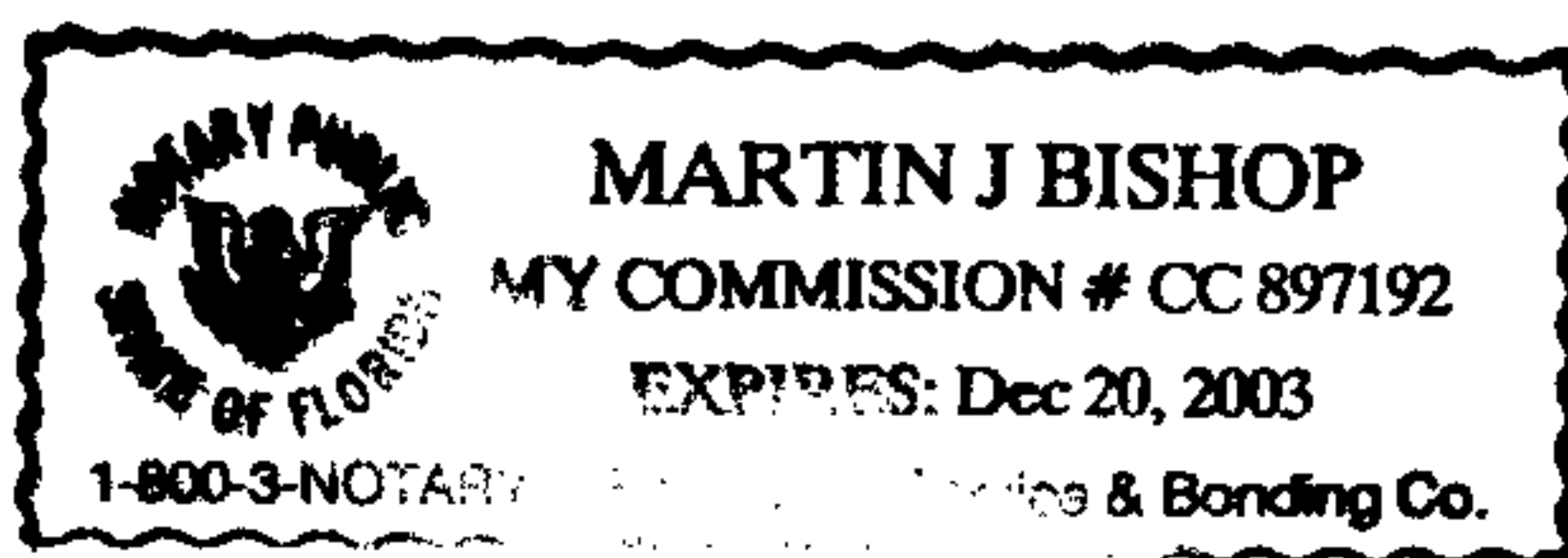
IN TESTIMONY WHEREOF, said Assignor has hereunto set Assignor's hand this 31st day of October, 2003.

GAC FOOTSTORE LLC.

By 
Its Manager

STATE OF Florida,
COUNTY OF Palm Beach ss:

This instrument was acknowledged before me on the 2 day of October, 2003, by Gus Chiofalis, the Manager of GAC Footstore LLC, a Delaware limited liability company, on behalf of the company.





Notary Public
My commission expires:
12-20-2003

EXHIBIT A
LEGAL DESCRIPTION

The Land is described as follows:

Lot 2, according to the Survey of River Ridge, as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama. Together with rights granted under that certain Operation and Easement Agreement recorded in Instrument 1999/38041, as corrected by Instrument 200104/4979 and those rights and easements granted in that certain Construction. Operations, Restrictions and Easements Agreement recorded in Instrument 2001/37114 in said Probate Office.