

P Book 84 Pg 778

STATE MS. - DESOTO CO.
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Prepared by and after
recording return to:
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BK 84 PG 778
W.F. DATE ON CLK.]

**ASSIGNMENT OF LICENSES, PERMITS, APPROVALS
CONTRACTS, AGREEMENTS AND EQUIPMENT LEASES**

**THIS ASSIGNMENT OF LICENSES, PERMITS, APPROVALS
CONTRACTS, AGREEMENTS AND EQUIPMENT LEASES** (this "Assignment") is
made this 3rd day of April, 2000.

WENSTAR PROPERTIES, L.P., a Mississippi limited partnership, and
WENDELTA, INC., a Mississippi corporation (collectively the "Borrower"), for good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
does hereby, to the fullest extent permitted by law, assign, transfer and set over unto
BANK OF AMERICA, N.A., a national banking association (the "Lender"), the entire
interest of Borrower now existing or hereafter acquired in or arising out of or in relation
to:

(i) any and all licenses, permits, authorizations, consents and approvals
(collectively the "Permits") now or hereafter issued by any and all governmental
instrumentalities and authorities in connection with the operation, construction,
use or occupancy of improvements on the Property now or hereafter located on
the real estate described on Exhibit "A", attached hereto and by this reference
made a part hereof, as such term is defined in that certain Deed of Trust,
Assignment, Security Agreement and Fixture Filing dated of even date herewith
(as hereafter amended or modified, the "Deed"), and

(ii) any and all contracts, instruments or agreements in connection with the
operation, construction, use or occupancy of improvements on the Property
(collectively the "Contracts").

THIS ASSIGNMENT is a present and irrevocable assignment and is made for the
purpose of securing all of the following (collectively, the "Obligations"):

A. The payment of all sums and indebtedness now or hereafter due under
that certain Promissory Note dated of even date herewith in the face principal amount of
\$3,000,000.00 made by Borrower in favor of Lender.

B. The performance and discharge of each and every obligation, covenant
and agreement of Borrower now or hereafter existing under any Loan Document.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

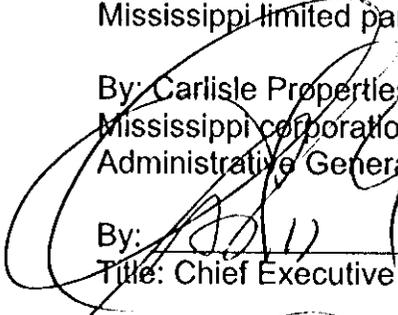
1. Borrower hereby appoints Lender as its true, lawful and irrevocable attorney-in-fact, effective upon the occurrence of an Event of Default (as such term is defined in the Deed), to demand, receive and enforce any rights, interests and benefits accruing to Borrower under the terms of the Permits and the Contracts, and to sue, in the name of Borrower or in the name of Lender, or both, in connection with said rights, interests and benefits set forth in the Permits and the Contracts.
2. Until an Event of Default under the Deed, Borrower may continue to demand, receive and enforce said rights, interests and benefits under and in accordance with the terms of the Permits and the Contracts.
3. This Assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of the Notes and satisfaction of all Obligations of Borrower owing to Lender, or Borrower is released in writing by Lender.
4. This Assignment, together with the agreements and warranties contained herein, shall inure to the benefit of Lender, their successors and assigns, and shall be binding upon Borrower, its successors and assigns.
5. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

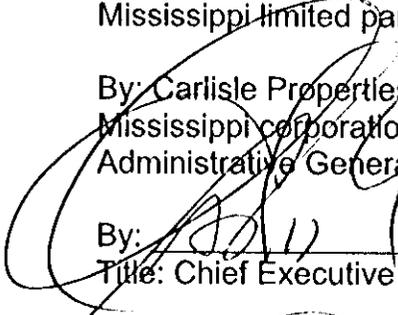
[SIGNATURES TO FOLLOW ON PAGE 3]

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Assignment under seal as of the date first written above.

BORROWER:

WENSTAR PROPERTIES, L.P., a
Mississippi limited partnership

By:  Carlisle Properties, Inc., a
Mississippi corporation, its
Administrative General Partner

By: 
Title: Chief Executive Officer

WENDELTA, INC., a
Mississippi corporation

By: 
Title: Chief Executive Officer

[SIGNATURES CONTINUED ON PAGE 4]

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

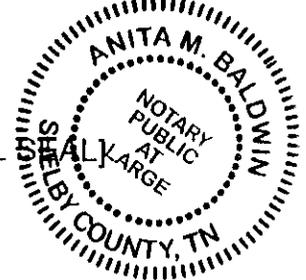
PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 3rd day of April, 2000, within my jurisdiction, the within named Gene D. Carlisle, who acknowledges that he is the Chief Executive Officer of Carlisle Properties, Inc., a Tennessee corporation and the General Partner of WENSTAR PROPERTIES, L.P. a Mississippi limited partnership, and for and on behalf of said corporation in its capacity as general partner of said limited partnership and for an on behalf of said limited partnership, and as the act and deed of said limited partnership he executed the above and foregoing instrument, after first having been duly authorized by said corporation and limited partnership so to do

Anita M. Baldwin
Notary Public

My Commission Expires:

July 19, 2003

[AFFIX NOTARIAL SEAL]



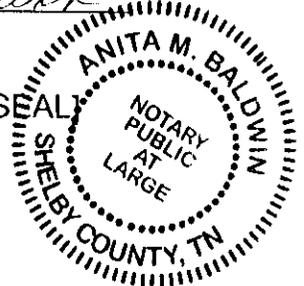
STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 3rd day of April, 2000, within my jurisdiction, the within named Gene D. Carlisle, who acknowledges that he is the Chief Executive Officer of WENDELTA, Inc., a Mississippi corporation, and for and on behalf of said corporation, and and as its act and deed he executed the above and foregoing instrument, after first having duly authorized so to do.

Anita M. Baldwin
Notary Public

[AFFIX NOTARIAL SEAL]



My Commission Expires:

July 19, 2003

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EXHIBIT "A"

Lot 1 of Phase 1 of Fidelity Commercial Subdivision in Section 13, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 70, Page 48, in the office of the Chancery Clerk of DeSoto County, Mississippi.