

This Instrument Prepared by and Return to:
J. Philip Jones, Esq.
Martin, Tate, Morrow & Marston, P.C.
6000 Poplar Avenue, Suite 340
Memphis, TN 38119-3971
901-767-5063

P Book 86 Pg 677
STATE MS.-DESO TO CO.
FILED

SEP 12 11 22 AM '00

BK 86 PG 677
W.E. DAVID CH. CLK.

ASSIGNMENT OF LEASES, RENTS, AND PROFITS

THIS ASSIGNMENT, made on the 14th day of August, 2000, by CHURCH ROAD JOINT VENTURE, party of the first part, to AMSOUTH BANK (hereinafter referred to as the "Bank"), party of the second part;

WITNESSETH: For value received and as additional security for the indebtedness hereinafter mentioned, the party of the first part hereby assigns, sets over, transfers, and conveys unto the Bank all of its right, title, and interest in and to any leases, rents, issues, profits, revenues, royalties, rights and benefits, (hereinafter collectively referred to as "rents") from the real estate located in the County of Desoto, State of Mississippi, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

The term of this Assignment shall be until that certain note of even date herewith in the original principal amount of Four Million Nine Hundred Thousand and No/100 Dollars (\$4,900,000.00) (the "Note"), deed of trust of even date herewith, and any other instrument now or hereafter in any manner evidencing, securing or relating to the indebtedness secured hereby, (hereinafter collectively referred to as the "Loan Documents") (or any extension or renewal thereof), made, executed and delivered by the party of the first part to the Bank, shall have been fully paid and satisfied, at which time this Assignment will be fully satisfied, canceled, and released, and the releasing of said deed of trust shall constitute a release hereof.

And to that end the party of the first part hereby further assigns, sets over, transfers, and conveys unto the Bank, all leases of said premises now made, executed, or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal.

And the party of the first part does hereby authorize and empower the Bank to collect the rents payable under all of said leases above referred to as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents as may now be due or shall hereafter become due to the Bank upon demand for payment thereof by the Bank. It is understood and agreed, however, that no such demand shall be made unless and until there has occurred (i) a default in the payment of the indebtedness secured by the Loan Documents herein mentioned, (ii) default in the payment of any other sums secured by said Loan Documents, or (iii) default in the performance of any of the covenants set forth in said Loan Documents or this Assignment and, until such demand is made, the party of the first part is authorized to collect, or continue collecting, said rents, but such privilege to collect, or continue collecting, as aforesaid by the party of the first part, shall not operate to permit the collection of (and the party of the first part hereby covenants and agrees with the Bank that the party of the first part will not collect,

demand or receive) any installment of rent more than one (1) month in advance of the date prescribed in said lease or leases for the payment thereof.

The authority and power of Bank to collect the rents from the Property, as set forth herein, may be exercised and said rents collected with or without the taking of possession of the Property, or any part thereof, and without the necessity of (but nothing herein contained shall be construed to prohibit) the Bank instituting foreclosure of its deed of trust, and an action upon said Note, or an action upon this Assignment directly against the tenants under the leases assigned herewith.

And in furtherance of this Assignment, the party of the first part does hereby additionally authorize and empower the Bank, by its employees, agents, or representatives, at the option of the Bank, upon the occurrence of any default, as aforesaid, to enter upon the aforesaid premises and to collect, in the name of the party of the first part or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period this Assignment is operative; and to this end, the party of the first part further agrees to cooperate and to assist the Bank, its employees, agents, or representatives in all reasonable ways with collection of said rents.

The party of the first part does hereby authorize (but nothing herein shall be deemed to require or obligate) the Bank, upon such entry, to take over and assume the management, operation, and maintenance of the said premises and to perform all acts necessary and proper in its sole discretion and to expend such sums as may be necessary in connection therewith, including the authority to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants, the party of the first part hereby releasing all claims against the Bank, arising out of such management, operation, and maintenance. This Assignment is given as additional security for the performance of each and all of the obligations and covenants of the Loan Documents (or any modification, extension or renewal thereof).

Notwithstanding any provision herein to the contrary, however, this Assignment is intended to be an absolute and present assignment from the party of the first part to the Bank, and not merely the passing of a security interest, and the rental payments and other sums due under the aforesaid leases are hereby assigned absolutely by the party of the first part to the Bank. The party of the first part covenants and represents that it has full right and title to assign all its interest in said leases, and the rents, income, and profits due or to become due thereunder; that the terms of said leases have not been changed from the terms of any lease submitted to the Bank for approval; that no prior assignment of any interest therein has been made; that there are no existing defaults under the provisions thereof; that no rental payments or other sums due under said leases have been prepaid to the party of the first part other than as disclosed to the Bank and that the party of the first part will not hereafter cancel, alter or modify so as to reduce any tenant's obligations, or surrender or terminate any such lease or any provisions thereof, except as may be allowed by its terms, or exercise any option which might lead to such termination, or change,

alter, or modify or consent to the release of any party liable thereunder or to the assignment of any such lease, or any interest therein, other than in the ordinary course of business in accordance with the terms of such lease, without the prior written consent of the Bank, which consent shall not be unreasonably withheld. The party of the first part understands and agrees that any default under this Assignment shall constitute a default under the Loan Documents.

The Bank shall, after payment of all proper charges and expenses, including reasonable compensation to such agents, employees, or representatives as shall be selected or employed, and after the accumulation of a reasonable reserve to meet taxes, assessments, utility rents, and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the premises by virtue of this Assignment to any amounts due and owing to it under the terms of said Loan Documents, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole but reasonable discretion of the Bank.

The party of the first part expressly covenants and agrees with the Bank that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any rents in advance by any of the tenants occupying the above described property or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the party of the first part and his successors or assigns, shall have no right, power, or authority to (and the party of the first part covenants and agrees with the Bank that the party of the first part shall not) alter, modify, or amend the terms of any of the leases above described in any material particular whatsoever so as to reduce the tenant's monetary obligations, in any material manner that adversely affects the value of the Property.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the party of the first part and his or its legal representatives, successors, or assigns and upon the Bank, its successors and assigns.

Nothing herein contained shall be construed as making the Bank a mortgagee in possession, nor shall the Bank be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights, and benefits, and it is understood that the Bank is to account only for such sums as are actually collected.

The party of the first part covenants and agrees with the Bank that no tenant need determine whether or not a default has occurred making this Assignment operative, but shall pay over the rent to Bank upon notice from the Bank to do so and upon so doing shall be relieved from liability therefor to party of the first part in all respects.

It is further covenanted and agreed that the party of the first part will keep, observe, and perform all of the covenants on the part of the lessor to be kept, observed, or performed in any lease affecting any portion of the mortgaged premises. If the party of the first part fails to keep, observe, and perform any covenant of any such lease, the Bank shall have the right, at its option, but without obligation to do so, to keep, observe, and perform such covenant on behalf of the party of the first part or to declare, without notice, all sums secured by the Loan Documents to be immediately due and payable and avail itself of any and all remedies provided in the Loan Documents in the event of an event of default, and party of the first part hereby agrees to indemnify, defend, save and hold harmless the Bank from any and all liability arising from any such lease or this Assignment. In the event the Bank should exercise its option to keep, observe, or perform any of the lessor's obligations under any lease affecting the premises, it shall be entitled to recover from the party of the first part immediately upon demand any expenses reasonably incurred or amounts advanced in performing such covenants, together with interest at the default rate provided in said Note from the date of such advance. Should the maker of the Note described above fail to repay the Bank any such expenses or advances as herein provided, the Bank may, at its option, without notice, declare all sums secured by said deed of trust to be immediately due and payable and avail itself of any and all remedies provided for in the Loan Documents in the event of the occurrence of an event of default.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights, and benefits hereunder, shall be construed as a waiver by the Bank, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Loan Documents for which this Assignment is given as additional security.

This Assignment shall be construed in accordance with the laws of the State of Mississippi where the Property is located and shall be binding on and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto.

No notice of any monetary default in the payment of any installment of principal and/or interest shall be required hereunder. As for any non-monetary default hereunder or under any of the other Loan Documents, which default is capable of cure, the Bank shall send to party of the first part written notice of default, specifying the nature hereof. Party of the first part shall have thirty (30) days from the date appearing on such written notice to cure any such default to the complete satisfaction of Bank. If party of the first part has not cured such default within such thirty (30) day period to the complete satisfaction of the Bank, or if such default is curable but not within thirty (30) days and party of the first part fails to institute curative action promptly upon such notice and diligently and continuously prosecute the same to conclusion as determined in the Bank's sole discretion, then the Bank may exercise any or all remedies available hereunder or under any other instrument now or hereafter in any manner evidencing, securing or relating to the indebtedness secured hereby.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

CHURCH ROAD JOINT VENTURE

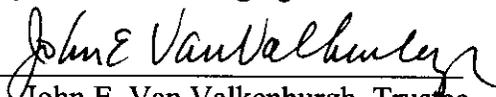
By: Pannattoni Investments, LLC, Managing Venturer

By: Pannattoni Living Trust, dated April 8, 1998,
Managing Member

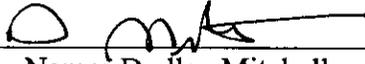
By: 
Carl D. Panattoni, Trustee

By: Van Valkenburgh Investments, LLC, Managing Venturer

By: Van Valkenburgh Revocable Trust, dated
January 14, 1988, Managing Member

By: 
John E. Van Valkenburgh, Trustee

By: Mitchell Investments, LLC, Managing Venturer

By: 
Name: Dudley Mitchell
Its: Chief Manager

STATE OF California
COUNTY OF Sacramento

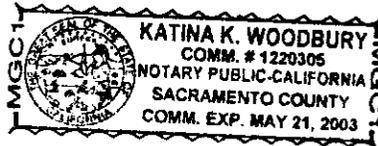
Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared CARL D. PANATTONI, with whom I am personally acquainted, and who acknowledged himself to be the Trustee of PANATTONI LIVING TRUST, APRIL 8, 1998, which is the Managing Member of PANATTONI INVESTMENTS, LLC, a Managing Venturer of CHURCH ROAD JOINT VENTURE, a Tennessee general partnership, the within named bargainor, and that he as such Trustee of PANATTONI LIVING TRUST, APRIL 8, 1998, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as such Trustee and that PANATTONI LIVING TRUST, APRIL 8, 1998, Managing Member of PANATTONI INVESTMENTS, LLC, as such Managing Venturer of CHURCH ROAD JOINT VENTURE, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as a Managing Venturer of CHURCH ROAD JOINT VENTURE.

WITNESS my hand and official seal this 25th day of August, 2000.

Kat K Woodbury

NOTARY PUBLIC

My commission expires: 5.21.2003



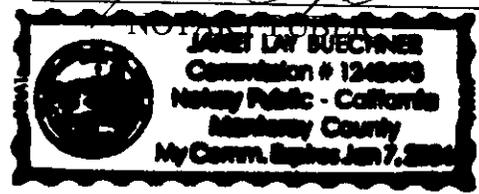
STATE OF California
COUNTY OF Monterey

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared JOHN E. VAN VALKENBURGH, with whom I am personally acquainted, and who acknowledged himself to be the Trustee of VAN VALKENBURGH REVOCABLE TRUST, JANUARY 14, 1988, which is the Managing Member of VAN VALKENBURGH INVESTMENTS, LLC, a Managing Venturer of CHURCH ROAD JOINT VENTURE, a Tennessee general partnership, the within named bargainor, and that he as such Trustee of VAN VALKENBURGH REVOCABLE TRUST, JANUARY 14, 1988, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as such Trustee and that VAN VALKENBURGH REVOCABLE TRUST, JANUARY 14, 1988, Managing Member of VAN VALKENBURGH INVESTMENTS, LLC, as such Managing Venturer of CHURCH ROAD JOINT VENTURE, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as a Managing Venturer of CHURCH ROAD JOINT VENTURE.

WITNESS my hand and official seal this 29 day of August, 2000.

Janet Jay Buchner

My commission expires: Jan 7, 2004



STATE OF TENNESSEE
COUNTY OF Shelby

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared DUDLEY MITCHELL, with whom I am personally acquainted, and who acknowledged himself to be the Chief Manager of MITCHELL INVESTMENTS, LLC, a limited liability company, which is a Managing Venturer of CHURCH ROAD JOINT VENTURE, a Tennessee general partnership, the within named bargainor, and that he as such Chief Manager of MITCHELL INVESTMENTS, LLC, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Chief Manager and that MITCHELL INVESTMENTS, LLC, as such Managing Venturer of CHURCH ROAD JOINT VENTURE, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as a Managing Venturer of CHURCH ROAD JOINT VENTURE.

WITNESS my hand and official seal this 31st day of August, 2000.

Robin M. Miller
NOTARY PUBLIC

My commission expires: 6/23/04

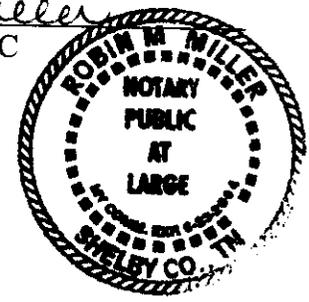


EXHIBIT A
(Church Road)

Being a part of the East half of Section 12, Township 2 South, Range 8 West, also being part of the property conveyed to Church Road Joint Venture by Warranty Deed recorded in Deed Book 342, Page 265 in the DeSoto County Register's Office and being more particularly described as follows:

Commencing at a found iron pin at the Southeast corner of Section 12, Township 2 South, Range 8 West, said point being 17.2 feet South of the centerline of a gravel road; thence North 3 degrees 38 minutes 50 seconds East along the East line of said Section a distance of 2317.72 feet to the point of beginning; thence North 86 degrees 19 minutes 40 seconds West a distance of 698.57 feet to a point, said point being on the East line of Airways Road (100 foot R.O.W.); thence along said East line North 4 degrees 11 minutes 33 seconds West a distance of 874.40 feet to a found iron pin; thence South 86 degrees 19 minutes 40 seconds East a distance of 817.84 feet to a found iron pin on the East line of said Section 12; thence along said East line South 3 degrees 38 minutes 50 seconds West a distance of 866.18 feet to the point of beginning containing 656,738 square feet or 15.077 acres. And being situated in the SE and NE quarters.