

PREPARED BY

STEVE CORBAN

PO Box 29

Tupelo MS 38802

(662) 842-4231

After recording, return to:
The Peoples Bank & Trust Company
P. O. Box 709
Tupelo, Mississippi 38802-0709

P BK 93 PG 500

STATE MS.-DESOTO CO.
FILED

MAR 27 1 22 PM '02

BK 93 PG 500
W.E. DAVIS CH. CLK.]

Indexing Instruction:

Lot 2, First Revision to Lots 1 & 2 of Arbor Lake Subdivision, situated in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 72, Page 42, as revised in Plat Book 73, Page 10, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of the 25th of March, 2002, by Assignor, STEPHEN L. LAFRANCE PHARMACY, INC. an Arkansas corporation, with a mailing address of 3017 North Midland Drive, Pine Bluff, Arkansas 71063 (said assignor being herein referred to as "Assignor"), in favor of The Peoples Bank & Trust Company, a Mississippi banking corporation, with a mailing address of P.O. Box 709, Tupelo, Mississippi 38802-0709, Attention: Richard H. Maynard (hereinafter called "The Peoples Bank").

Recitals

A. Stephen L. Lafrance Pharmacy, Inc. is the owner of the Property (as hereinafter defined).

B. Stephen L. Lafrance Pharmacy, Inc. has requested (among other things) a certain loan from The Peoples Bank evidenced by the promissory note of Stephen L. Lafrance Pharmacy, Inc., dated March 25, 2002, said note being more particularly described as follows, to-wit:

Note No. 9004817-3 in the principal sum of One Million Dollars (\$1,000,000), with interest thereon as set forth in said note, and all renewals, extensions and modifications thereof, said note being payable in monthly installments as provided in the Note, and having a final maturity date of March 25, 2007;

The above described note shall be referred to herein as the "Note".

The Note is secured by that certain Commercial Deed of Trust, Security Agreement, and Fixture Filing executed and delivered by Grantor for the benefit of The Peoples Bank (the "Deed of Trust") of even date herewith encumbering the Property;

C. As a condition precedent to the aforementioned loan, The Peoples Bank has required the execution of this Assignment.

WITNESSETH:

Assignor, for good and valuable consideration, the receipt which is hereby acknowledged, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto The Peoples Bank all right, title and interest of Assignor now owned or hereafter acquired in, to and under (a) all written and oral leases, licenses, rental agreements and occupancy agreements in whatever form whatsoever of the real estate located in DeSoto County, Mississippi, described in Exhibit A attached hereto and incorporated herein (the "Property"), whether now in existence or hereafter entered into, including, without limitation, that certain lease from Assignor to Super D Acquisition Co., Inc., dated October 31, 2001, as evidenced by that certain Lease Memorandum and Estoppel and Certificate dated November 16, 2001, recorded in Book 92 at Page 417, in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Super D Lease") and all guaranties, amendments, extensions, renewals and subleases of said leases and any of them, all of which are hereinafter called the "Leases,"; and (b) all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property, any award hereafter made in any bankruptcy, insolvency or reorganization proceeding in any state of federal court involving any of the tenants of the Leases, and any and all payments made by such tenants in lieu of rent; and (c) all revenues, receipts, income and profits from the Property, food and beverage facilities, vending machines, telephone and television systems, the provision or sale of other goods and services, and all proceeds from any of the foregoing.

This Assignment is made for the purpose of securing:

- A. The repayment of the indebtedness evidenced by that certain promissory note of Stephen L. Lafrance Pharmacy, Inc., being more particularly described as follows, to-wit:

Note No. 9004817-3 in the principal sum of One Million Dollars (\$1,000,000), with interest thereon as set forth in said note, and all renewals, extensions and modifications thereof, said note being payable in monthly installments as provided in the Note, and having a final maturity date of March 25, 2007; and

The above described note shall be referred to herein as the "Note".

The Note is secured by that certain Commercial Deed of Trust, Security Agreement, and Fixture Filing executed

and delivered by Assignor for the benefit of The Peoples Bank (the "Deed of Trust") of even date herewith encumbering the Property;

- B. The payment of all other sums with interest thereon becoming due and payable to The Peoples Bank under the provisions of the Deed of Trust and any other instrument constituting security for the Note;
- C. The performance and discharge of each and every term, covenant and condition contained in the Note, Deed of trust and any other instrument constituting security for the Note; and
- D. Any and all other indebtedness of Assignor to The Peoples Bank, and any interest thereon as specified, whether direct or contingent, primary or secondary, sole, joint and several, now existing or hereafter arising at any time before cancellation of the Deed of Trust, and however such indebtedness may be evidenced.

Assignor represents, warrants, covenants and agrees with The Peoples Bank as follows:

1. The sole ownership of the entire lessor's interest in the Leases is or shall be vested in Assignor, and Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent The Peoples Bank from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. The Leases are and shall be valid and enforceable in accordance with their terms and shall not be altered, modified, amended, terminated, canceled, renewed or surrendered nor shall any of the terms and conditions thereof be waived in any manner whatsoever except as authorized in writing by The Peoples Bank.

3. Assignor shall not alter the term of any Lease or the amount of rent payable under any Lease without The Peoples Bank's prior written consent, including, without limitation, the terms of the Super D Lease. In addition, Assignor shall not materially alter any of the other terms of the Leases without The Peoples Bank's prior written consent.

4. To the best of Assignor's knowledge, there are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. Assignor shall give prompt notice to The Peoples Bank of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of Assignor,

together with a complete copy of any such notice.

6. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

7. Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Deed of Trust.

8. Assignor shall not permit or consent to the assignment by any tenant of its rights under its Lease without the prior written consent of The Peoples Bank. Without limitation of the foregoing Assignor shall not permit or consent to the filing of any encumbrance against the tenant's interest under any Lease including, without limitation, any leasehold mortgage, without the prior written consent of The Peoples Bank

The parties further agree as follows:

This Assignment is an absolute, present assignment from Assignor to The Peoples Bank, effective immediately, and is not merely an assignment for security purposes. Notwithstanding the foregoing, until written notice is sent to Assignor that an Event of Default (as defined in the Note and in the Deed of Trust) has occurred under the terms and conditions of the Note, Deed of Trust or any other instrument constituting additional security for the Note (which notice is hereinafter called a "Notice"), Assignor is granted a license to receive, collect and enjoy the rents, income and profits accruing from the Property.

The Peoples Bank may, at its option, after delivery of a Notice to Assignor, receive and collect all such rents, income and profits, from the Property. The Peoples Bank shall thereafter continue to receive and collect all such rents, income and profits as they become due so long as such Event of Default shall exist and during the pendency of any foreclosure proceeding. All sums received by Assignor after service such Notice shall be deemed received in trust and shall be turned over to The Peoples Bank within one (1) business day after Assignor's receipt thereof.

Assignor hereby irrevocable appoints The Peoples Bank its true and lawful attorney with power of substitution and with full power for The Peoples Bank in its own name and capacity or in the name and capacity of Assignor, from and after delivery of a Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property, either in its own name or in the name of Assignor or otherwise, which The Peoples Bank may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Such appointment is coupled with an

interest and is irrevocable. Assignor also hereby irrevocable appoints The Peoples Bank as its true and lawful attorney, from and after delivery of a Notice, to appear in any state or federal bankruptcy, insolvency, or reorganization proceedings in any state or federal court involving any of the tenants of the Leases. Tenants of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to The Peoples Bank or such nominee as The Peoples Bank may designate in writing delivered to and received by such tenants, each of whom are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

The Peoples Bank shall apply the rents, income and profits received from the Property to accrued interest and principal under the Note. If no Event of Default remains uncured, amounts received in excess of the aggregate monthly payment due under the Note shall be remitted to Assignor in a timely manner. Nothing contained herein shall be construed to constitute The Peoples Bank as a mortgagee-in-possession in absence of its physically taking possession of the Property.

From and after delivery of a Notice, The Peoples Bank is hereby vested with full power to use all measures, legal and equitable, deemed by it to be necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of The Peoples bank or its designee to enter upon the Property, or any part thereof, and take possession of all or any part of the Property. Assignor hereby grants full power and authority to The Peoples Bank to exercise all rights, privileges and powers herein granted at any and all times after delivery of a Notice, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and to any indebtedness or liabilities of Assignor to The Peoples Bank, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and to the payment of principal and interest due from Assignor to The Peoples Bank on the Note and the Deed of Trust, all in such order as The Peoples Bank may determine. The Peoples Bank shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon The Peoples Bank, nor shall it

operate to make The Peoples Bank liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

The rights and remedies of The Peoples Bank under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which The Peoples Bank shall have under the Deed of Trust or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Any and all notices, elections, demands or requests permitted or required to be made under this Assignment, including without limitation a Notice, shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally or sent by registered, certified, or regular United States mail, postage prepaid, or by Federal Express or similar service for overnight, priority delivery, to the other party at the address set forth above, or to such other party and at such other address within the United States of America as any party may designate as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) days after the date of mailing by registered, certified or regular mail, (iii) one (1) day after the date of mailing by Express Mail, or the delivery (for redelivery) to Federal Express or another similar next day service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

Assignor hereby authorizes The Peoples Bank to give written notice of this Assignment which may include a copy hereof, at any time to any tenant under any of the Leases.

The terms "Assignor" and "The Peoples Bank" shall be construed to include the legal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Notwithstanding anything contained herein to the contrary, in no event shall this Assignment be deemed to reduce the indebtedness evidenced by the Note by an amount in excess of the actual amount of cash received by The Peoples Bank from this Assignment, whether before, during or after the occurrence of an Event of Default, and Assignor acknowledges that in no event shall the indebtedness secured hereby be reduced by the value from time to time of the rents, income and profits of or from the Property. In addition, The Peoples Bank reserves the right at any time, whether before or after the occurrence of an Event of Default, to recharacterize this Assignment as merely constituting security for the indebtedness of Assignor to The Peoples Bank, which recharacterization shall be made by written notice delivered to Assignor. The Peoples Bank's receipt of any rents issues, and profits pursuant to this Assignment after the institution of foreclosure proceedings, either by court action or by the private power of sale contained in any deed of trust now or hereafter securing the Note, shall not cure an Event of Default, as defined in the Note, or affect such proceedings or sale.

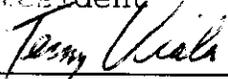
This Assignment shall be construed and enforced under the laws of the State of Mississippi.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed and delivered as of the date first above written.

ASSIGNOR:

STEPHEN L. LAFRANCE PHARMACY, INC.

By: 
Name: Stephen L. Lafrance, Sr.
Its: President

By: 
Name: Terry Viala
Its: Executive Vice-President
and Secretary

(Acknowledgments on following pages)

"STATE OF ARKANSAS)
) SS
COUNTY OF Lincoln)

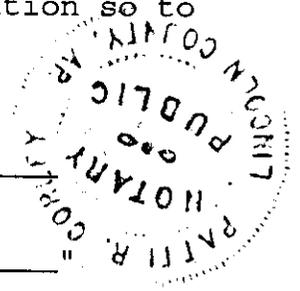
Personally appeared before me, the undersigned authority in and for said County and State, on this 25th day of March, 2002, within my jurisdiction, the within named Stephen L. Lafrance, Sr., who acknowledged that he is President of Stephen L. Lafrance Pharmacy, Inc., an Arkansas corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation, so to do.

Patti R. Costley

Notary Public
My commission expires:

9.1.08

(Affix official seal, if applicable)



"STATE OF ARKANSAS)
) SS
COUNTY OF Lincoln)

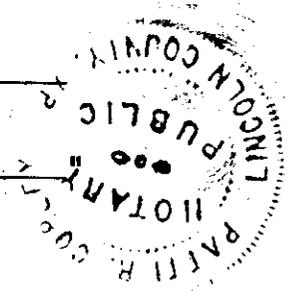
Personally appeared before me, the undersigned authority in and for said County and State, on this 25th day of March, 2002, within my jurisdiction, the within named Terry Viala, who acknowledged that he is Executive Vice-President and Secretary of Stephen L. Lafrance Pharmacy, Inc., an Arkansas corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Patti R. Costley

Notary Public
My commission expires:

9.1.08

(Affix official seal, if applicable)



P. BK 93 PG 508

EXHIBIT A

Lot 2, First Revision to Lots 1 & 2 of Arbor Lake Subdivision, situated in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 72, Page 42, as revised in Plat Book 73, Page 10, in the Office of the Chancery Clerk of DeSoto County, Mississippi.