



### HYPOTHECATION AGREEMENT

WHEREAS, **MA, Inc.** (hereinafter referred to as the "Borrower") desires to make a new loan or to renew and extend an existing loan with **REGIONS BANK**, and

WHEREAS, **Regions Bank** is willing to make such loan to Borrower on certain terms and conditions that are acceptable to **MA, Inc.**, including the acquisition by **Regions Bank** of a perfected security interest in and to the following described property that is owned by **Purohit, Inc.**, a Mississippi Corporation, described as follows:

Property in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being described as follows:

Lot 5, DeSoto Crossing Subdivision, as shown on plat of record in Plat Book 42, Page 4, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

as collateral security for the repayment of such loan, together with any and all renewals and extensions thereof, and for the repayment of any and all other indebtedness of the Borrower to Regions Bank, regardless of whether such other indebtedness are now existing or may be hereinafter created and

WHEREAS, Purohit, Inc., Mississippi Corporation, agrees to pledge or hypothecate to Regions Bank all of the above described property as collateral security for the repayment of such loan or other indebtedness as aforesaid;

NOW THEREFORE, for and in consideration of the premises and the agreement by Regions Bank to make a new loan or to renew and extend an existing loan of Borrower, as the case may be, and for the purpose of enabling the Borrower to obtain such credit, Purohit, Inc., a Mississippi Corporation, does hereby represent, contract, and agree as follows to wit:

1. Purohit, Inc., a Mississippi Corporation, as grantor, does hereby certify that it has this day executed a deed of trust to Regions Bank, as beneficiary, to secure the loan of Borrower.
2. Purohit, Inc., a Mississippi Corporation, does hereby expressly pledge and hypothecate all of the property as collateral security for the repayment of the above described loan, and further, Purohit, Inc., a Mississippi Limited Liability Company, does hereby expressly pledge or hypothecate all of the property as collateral security for the repayment of any and all other indebtedness of the Borrower to Regions Bank, whether such other indebtedness are now existing or hereinafter made to Borrower.
3. Purohit, Inc., a Mississippi Corporation, does hereby waive notice of any and all such indebtedness and any and all extensions or renewals thereof.



*Prepared*

4. Purohit, Inc., a Mississippi Corporation, does hereby request that Regions Bank give and continue to give the Borrower credit in the form of the loan or renewals or extension thereof to be secured by perfected security interests in all of the above described property.

5. In consideration of all or any such credit so granted to the Borrower by Regions Bank, Purohit, Inc., a Mississippi Corporation, does hereby agree that all of the property pledged or hypothecated as aforesaid shall be subject in the hands of MA, Inc., or those of its assignees or pledges, to all powers which would apply thereto by contract or otherwise as fully and to the same extent as if said pledged or hypothecated property had in fact stood in the name of said Borrower and not in Purohit, Inc., a Mississippi Corporation.

6. The proceeds of all such loans shall be accounted for and paid over to the Borrower.

7. The loan number is 11800555810001 and the principal amount of the loan is \$7,759,550.00.

WITNESS OUR SIGNATURES this the 20<sup>th</sup> day of January, 2006.

**Purohit, Inc.**

*Yogesh Purohit*  
Yogesh Purohit, President

*Ramesh C. Purohit*  
Ramesh C. Purohit, Secretary

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 20<sup>th</sup> day of January, 2006, within my jurisdiction, the within named Yogesh Purohit, who acknowledged that he is President of Purohit, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

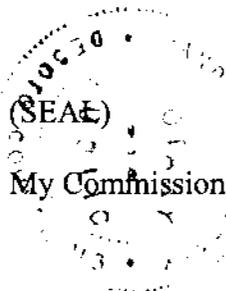
*Wanda Wimberly*  
NOTARY PUBLIC



MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT 5 2007  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 20<sup>th</sup> day of January, 2006, within my jurisdiction, the within named Ramesh C. Purohit, who acknowledged that he is Secretary of Purohit, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Wanda Wumberley  
NOTARY PUBLIC

My Commission Expires: 9-5-2007

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT 5, 2007  
BONDED THRU STEGALL NOTARY SERVICE