

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "Agreement") is made and entered into as of the 14 day of June, 2008 (the "Closing Date") by and between ACTION PROPERTIES VI, LLC, a Mississippi limited company ("Assignor"), and JENKINS CREEK LAND CO., LLC, a Mississippi limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has contemporaneously herewith at a closing (the "Closing") conveyed to Assignee certain improved real property municipally known as 7168 Moore Drive, Southaven, DeSoto County, Mississippi, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property");

WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest in, to and under that certain Lease Agreement, as amended by the Addendum to Lease, affecting the Property as identified in Exhibit B attached hereto and by this reference made a part hereof (collectively, the "Lease"), and Assignee desires to accept such assignment and assume the duties and obligations of Assignor under Lease, all upon the terms and provisions as hereinafter set forth in this Agreement;

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Assignee to Assignor, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest, as "Landlord", in, to and under the Lease.
2. Assignee does hereby accept the foregoing assignment and does hereby assume and agree to be bound by, discharge and perform all of the provisions of the Lease governing the duties and obligations of the "Landlord" thereunder (the "Landlord Obligations") to be discharged and performed on or after the Closing Date.
3. As between Assignor and Assignee, (a) Assignor does hereby agree to discharge and perform all of the Landlord Obligations under the Lease that have accrued with respect to the period prior to the Closing Date, and (b) Assignee does hereby agree to discharge and perform all of the Landlord Obligations that accrue with respect to the period on or after the Closing Date.

Harris Shelton

7

4. Assignee hereby agrees to indemnify and hold Assignor harmless from all liability arising out of or in connection with Assignee's failure from and after the Closing Date to assume, observe, discharge, and perform all of the Landlord Obligations that accrue and are to be observed, discharged and performed with respect to the period on or after the Closing Date.
5. Assignor hereby agrees to indemnify and hold Assignee harmless from all liability arising out of or in connection with Assignor's failure prior to the Closing Date to observe, discharge and perform all of the Landlord Obligations that have accrued and are to be observed, discharged and performed with respect to the period prior to the Closing Date.

For the purposes of this Agreement, the "Closing Date" shall be 12:01 a.m. on the date of this Agreement.

6. Any Lease commissions incurred by Assignor, in connection with the Lease, or any renewal thereof, shall be the responsibility of the Assignor. Assignor shall remain solely liable for any commissions owed under the Lease, even if those commissions may be due and payable after the date hereof. Lease commissions shall not be prorated, and Assignor shall indemnify, defend and hold Assignee harmless from and against any and all liability associated with any claims made for any such commissions.
7. Assignor acknowledges and represents to Assignee that there is no security deposit or other deposit made under the Lease.

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Assignment and Assumption of Lease Agreement effective as of the date first written above.

ASSIGNOR:

ACTION PROPERTIES VI, LLC
A Mississippi Limited Liability Company
BY: DAH Properties, LLC, Member &
Manager

By: 
A. G. Helton, Member

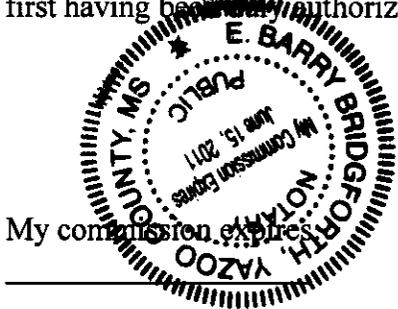
ASSIGNEE:

JENKINS CREEK LAND CO., LLC

By: 
Meredith L. McCullar,
Sole Member-Manager

STATE OF MISSISSIPPI
COUNTY OF YAZOO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of June, 2008, within my jurisdiction, the within named **A. G. HELTON**, who acknowledged that he is a Member of DAH Properties, LLC, Member & Manager of **ACTION PROPERTIES VI, LLC**, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.



[Signature]
NOTARY PUBLIC

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of June, 2008, within my jurisdiction, the within named **MEREDITH L. MCCULLAR**, as the sole Member-Manager of **JENKINS CREEK LAND CO., LLC**, a Mississippi limited liability company, and that for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

[Signature]
NOTARY PUBLIC

My commission expires:
3-31-2010



Prepared By and Return To:

Harris Shelton Hanover Walsh, PLLC
Attn: Carol Bateman
6060 Poplar Avenue
Suite 450
Memphis, TN 38119
Ph: (901) 682-1455

Assignor's Address:

Action Properties VI, LLC
110 N. Jerry Clower Blvd.
Suite W
Yazoo City, MS 39134
Ph: (662) ~~746-8000~~

Assignee's Address:

Jenkins Creek Land Co., LLC
6075 Poplar Avenue
Suite 103
Memphis, TN 38119
Ph: (901) 767-3766

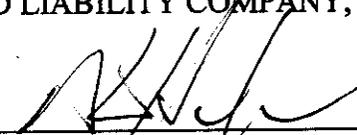
EXHIBIT A

Lot 103, First Revision of Lot 6 of the First Revision to Moore 5-Lot Subdivision in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 80, Page 37, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Tax Parcel #: 1.08.7.25.03.0.00103.00

ACTION PROPERTIES VI, LLC , A MISSISSIPPI
LIMITED LIABILITY COMPANY

BY: DAH PROPERTIES, LLC, A MISSISSIPPI
LIMITED LIABILITY COMPANY, SOLE MEMBER & MANAGER

BY: 

A. G. Helton, Sole Member

EXHIBIT B

Lease Agreement

Lease Agreement dated July 1, 2007 by and between Action Properties VI, LLC, as Lessor, and BankPlus, as Lessee, as amended by Addendum to Lease Agreement by and between said Lessor and Lessee dated September 10, 2007 for the lease of the entire building located at 7168 Moore Drive, Southaven, Mississippi comprising approximately 15,000 square feet.