MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
W.E. "Sluggo" Davis, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
rel	143	695		04/14/2011	sls

3/25/10 9:53:02
DK P BK 136 PG 624
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is situated in the City of Southaven, DeSoto County, Mississippi. Assessor's Tax Parcel No(s): 1087-3603.0-00006.00

ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS

by and between

RW GOODMAN REALTY, LLC,
a Mississippi limited liability company ("**Assignor**")
c/o Goodman Realty, Inc.
636 Old York Road, 2nd Floor
Jenkintown, Pennsylvania 19046
Tel.: (215) 885-8383

and

WELLS FARGO BANK, N.A., ("Assignee")
Real Estate Banking Group
Two Logan Square
Suite 1910
100-120 North 18th Street
Philadelphia, Pennsylvania 19103
Tel.: (215) 640-3923
Loan No. 1001591-0

Dated: November 19, 2009

Prepared By
Record and Return to:

Christopher J. Maurer, Esq.
Reed Smith LLP
P.O. Box 7839
Princeton, New Jersey 08543-7839
Tel.: (609)520-6018

THIS ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS, PREVIOUSLY RECORDED IN THE OFFICE OF THE DESOTO COUNTY CHANCERY CLERK ON JANUARY 6, 2010 IN DEED BOOK 135, PAGE 478, IS BEING RE-RECORDED TO CORRECT A TYPOGRAPHICAL ERROR IN THE LEGAL DESCRIPTION ATTACHED TO THE PREVIOUSLY RECORDED ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS.

ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS

THIS ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this "**Assignment**"), is made this 19th day of November, 2009, by and between

RW GOODMAN REALTY, LLC, a Mississippi limited liability company duly organized, validly existing and in good standing under the laws of the State of Mississippi, having its principal office located at c/o Goodman Realty, Inc., 636 Old York Road, 2nd Floor, Jenkintown, Pennsylvania 19046 (hereinafter referred to as the "**Assignor**"),

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an office address located at c/o Real Estate Banking Group, Two Logan Square, Suite 1910, 100-120 North 18th Street, Philadelphia, Pennsylvania 19103, Attention: Loan Administration Manager, its successors and/or assigns (hereinafter collectively referred to as the "**Assignee**").

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby absolutely and presently grants, transfers, assigns, sets over and delivers unto the Assignee all the rights, title and interests of the Assignor in, under or by virtue of any of the following:

1. Any and all leases, tenancies and rental arrangements between the Assignor, as landlord, and any other person or entity, as tenant, existing as of the date hereof or entered into in the future, including, without limitation, all of the leases described on Schedule "A" attached hereto and made a part hereof (hereinafter referred to as the "**Leases**"), with respect to the use, occupancy, management, or ownership of any portion of the real property located in the City of Southaven, County of DeSoto and State of Mississippi, all as more fully described on Schedule "B" attached hereto and made a part hereof (hereinafter referred to as the "**Mortgaged Premises**"), including (i) any renewals, extensions, modifications or replacements thereof and all guaranties of the obligations of the Leases under any provisions thereof, (ii) the immediate right to all rents, income, issues and profits arising from the Leases, (iii) all security deposits and escrow accounts made by any tenant or subtenant under any Lease, and (iv) any and all payments derived from or relating to the Leases including, without limitation, (a) claims for the recovery of damages done to the Mortgaged Premises, or for the abatement of any nuisance existing thereon, (b) claims for damages resulting from acts of insolvency or acts of bankruptcy or otherwise and (c) lump sum payments for the cancellation or termination of said Leases or the waiver of any obligation or term thereof prior to the expiration date, and the return of any insurance premiums or *ad valorem* tax payments made in advance and subsequently refunded; and

2. The proceeds of any rental insurance carried by the Assignor with respect to the Mortgaged Premises.

Prior to the occurrence of an "Event of Default" (as such term is defined in the Credit Agreement, described below) hereunder or under the "Notes" (as such term is hereinafter defined) or under any other document relating to the "Loan" (as such term is hereinafter defined) and demand by the Assignee for delivery of the security deposits to the Assignee or the Assignee's designee, the Assignor shall maintain the security deposits in a separate, identifiable account in a bank acceptable to the Assignee, in its reasonable discretion. After the occurrence of an Event of Default and upon demand by the Assignee, the Assignor shall deliver the security deposits to the Assignee or the Assignee's designee. Upon delivery of the security deposits to the Assignee, the Assignee shall hold the security deposits pursuant to the terms of the Leases in respect of which such security deposits were obtained by the Assignor. In no event shall the Assignee be liable under any Lease of any part of the Mortgaged Premises for the return of any security deposit in any amount in excess of the amount delivered to the Assignee by the Assignor.

FOR THE PURPOSE OF MAKING:

1. Payment of the principal and interest indebtedness evidenced by (i) that certain Promissory Note - Fee Owned dated of even date herewith, executed by Bulldog Realty Partners, LLC, the Assignor, Fort Knox Realty Partners, LLC (formerly known as CVS 4628 SC, L.L.C.), Tin Cup Realty Partners, LLC, Degree Realty Partners, LLC, On Target Realty Partners, LLC, Knock Out Realty Partners, LLC, Dark Side Realty Partners, LLC, Town Center Realty Partners, LLC (formerly known as CVS 8902 FL, L.L.C.), Moody Realty Partners, LLC, Empire Realty Partners, LLC, Broken Sound Realty Partners, LLC, Gulf Stream Realty Partners, LLC, and Top Hat Realty Partners, LP (hereinafter collectively referred to as the "**Co-Borrowers**"), on a joint and several basis, as the co-makers, in favor of the Assignee, as the payee, in the original principal amount of Thirty-Five Million Five Hundred Ninety-Nine Thousand Nine Hundred Five and 00/100 ($35,599,905.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, refinanced, substituted and/or supplemented, referred to as the "**Fee Interest Note**") and (ii) that certain Promissory Note - Leasehold Owned dated of even date herewith, executed by the Co-Borrowers, on a joint and several basis, as the co-makers, in favor of the Assignee, as the payee, in the original principal amount of Ten Million Three Hundred Twenty-Eight Thousand Ninety-Five and 00/100 ($10,328,095.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, refinanced, substituted and/or supplemented, referred to as the "**Leasehold Interest Note**" and hereinafter the Fee Interest Note and the Leasehold Interest Note shall be collectively referred to as the "**Notes**"). Said Notes are secured by, *inter alia*, a certain valid first lien Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing on the Mortgaged Premises (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "**Mortgage**");

2. Payments of all other sums with interest thereon at a rate per annum equal to the interest rate provided for in the Notes, becoming due and payable to the Assignee under the provisions hereof or under the provisions of the Notes or the Mortgage; and

3. Payment and performance of all liabilities, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into between any "Loan Party" (as such term is defined in the Credit Agreement described below) and any "Specified Derivatives Provider" (as such term is defined in the Credit Agreement described below) in connection with the Notes or the loan evidenced thereby (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "**Loan**"), including, without limitation, all "Specified Derivatives Contracts" (as such term is defined in the Credit Agreement

described below) and any and all "Specified Derivatives Obligations" (as such term is defined in the Credit Agreement described below); and

4. Payment and performance of each and every obligation, covenant and agreement of the Assignor and the other Co-Borrowers in that certain Credit Agreement dated of even date herewith executed by and among the Co-Borrowers and the Assignee (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "**Credit Agreement**"), this Assignment, the Notes, the Mortgage, and all of the other "Loan Documents" (as such term is defined in the Credit Agreement). Defined terms used but not expressly defined herein shall have the same meanings when used herein as set forth in the Credit Agreement.

TO PROTECT THIS ASSIGNMENT:

1. The Assignor hereby represents and warrants to the Assignee as follows: (i) the Assignor is the sole owner of the entire landlord's interest in the Leases; (ii) the terms of the Leases heretofore submitted to the Assignee are all the terms of the Leases and embody the entire agreements now existing between the Assignor and the Tenants under the Leases; (iii) there are no existing defaults by the Assignor or by any Tenant under the Leases; (iv) all conditions precedent to the effectiveness of the Leases have been satisfied; (v) the Assignor has not executed or granted any modification whatsoever to the Leases, either orally or in writing; (vi) the Leases are in full force and effect according to the terms set forth in the Lease instruments heretofore submitted to the Assignee; (vii) the Assignor has not executed any prior assignment of the Leases nor has the Assignor performed any acts or executed any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Assignment and (viii) no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the term of any of the Leases.

2. The Assignor hereby covenants and agrees as follows: (i) to observe and perform all of the obligations imposed upon the Assignor, as the landlord under said Leases; (ii) not to receive or collect any of the rent, income, issues and profits arising or accruing from the Mortgaged Premises more than thirty (30) days in advance of the time when the same become due under the terms of said Leases; (iii) not to discount any future accruing rents; (iv) not to execute any other assignment of lease or assignment of rents of said Mortgaged Premises unless the same shall recite that it is subject to the terms of this Assignment; (v) except as expressly permitted by Section 9.8 of the Credit Agreement, not to alter, modify or change the terms of the Leases or surrender, cancel or terminate the Leases, unless the Assignor shall have (a) provided notice to the Assignee and a copy of any said amendments, alterations or modifications, and (b) received the Assignee's prior express written consent to such alteration, modification, change, surrender, cancellation or termination, such consent not to be unreasonably withheld or delayed; (vi) not to subordinate the Leases or any rights of the Assignor under the Leases to any mortgage or other encumbrance or permit, consent or agree to such subordination without the Assignee's prior express written consent; (vii) not to consent to any assignment of or subletting under the Leases requiring the Assignor's consent under the Lease, without the prior express written consent of the Assignee and (viii) except as expressly permitted by Section 9.8 of the Credit Agreement, not to enter into any Lease subsequent to the date hereof, without the form and substance of said Lease having been approved by the Assignee in writing first, such consent not to be unreasonably withheld or delayed.

3. Notwithstanding the automatic applicability of this Assignment to all future Leases, the Assignor covenants and agrees to assign and transfer to the Assignee any and all further Leases upon all or any part of the Mortgaged Premises and to execute and deliver, at the written request of the Assignee, all such further assurances and assignments in the Mortgaged Premises, as the Assignee may from time to time reasonably require.

IT IS MUTUALLY AGREED THAT:

1. This Assignment is intended to be and shall constitute an unconditional, absolute and present assignment from the Assignor to the Assignee of all of the Assignor's rights, title and interests in and to the Leases, rents, income, and profits, and not an assignment in the nature of a pledge of such Leases, rents, income, and profits or the mere grant of a security interest therein. Notwithstanding that this Assignment is effective immediately, so long as there shall exist no "Event of Default" (as such term is defined in the Credit Agreement), there is reserved to the Assignor a license to collect as they become due, but not prior to accrual, all rents, income, issues and profits from the Mortgaged Premises and the proceeds of rent insurance and to retain, use and enjoy the same and to apply such rents, issues, income and profits, as more specifically provided for and required under the Credit Agreement to the payment of (i) the cost of all such alterations, renovations, repairs, replacements and maintenance and expenses incident to taking and retaining possession of the Mortgaged Premises and the management and operation thereof, and keeping the same insured, (ii) all taxes, charges, claims, assessments, ground rents, water rents, sewer rents and any other liens on the Mortgaged Premises, and premiums for said insurance, with interest on all such items and (iii) the repayment of the indebtedness herein described then due and payable, together with all costs and reasonable attorneys' fees (hereinafter collectively referred to as the "Required Expenses"), before using any part of the same for any other purpose. Upon the occurrence of an Event of Default, such license granted to the Assignor shall be immediately revoked without further demand or notice from the Assignee, and the Assignee is hereby empowered to enter upon and take possession of the Mortgaged Premises as provided in Paragraph 2 below.

2. Upon or at any time after the occurrence of an Event of Default, the Assignee, without in any way waiving such Event of Default, may at its option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Premises and have, hold, manage, lease and operate the same on such terms and for such periods of time as the Assignee may deem proper; and may demand, sue for or otherwise collect and receive from the Tenants now or hereafter in possession of the Mortgaged Premises, or any part thereof, all rents, income, issues and profits which have been uncollected by the Assignor, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee in the exercise of prudent business judgment as a commercial landlord and to apply such rents, issues, income and profits to the payment of the Required Expenses in such order or priority as to any of such items, as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. In addition, the Assignee may endorse the name of the Assignor or any subsequent owner of the Mortgaged Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittances or any other instrument in relation thereto in the name of the Assignor, and to institute, prosecute, settle or compromise any summary or legal proceedings in the name of the Assignor for the recovery of such rents, income, issues or profits, or for the recovery of any damages done to the Mortgaged Premises, or for the abatement of any nuisance thereon, and to defend any legal proceedings brought against the Assignor arising out of the operation of the Mortgaged Premises. The Assignor shall reimburse the Assignee for any charges, expenses or fees, including reasonable attorneys' fees and costs, incurred by the Assignee.

By accepting this Assignment, the Assignee agrees that if, upon the occurrence of an Event of Default, it shall exercise its option herein and if such Event of Default shall be remedied prior to the declaration of such Event of Default by the Assignee, or subsequent to such declaration, only upon the waiver of such Event of Default by the Assignee, and all necessary charges and expenses incurred by reason thereof paid, then the parties hereto shall each be restored to and reinstated in their respective rights and estates as if an Event of Default had not occurred. The Assignor shall thereupon hold said Mortgaged Premises subject to this Assignment as if the Assignee had not exercised any option

hereunder, but nothing hereinbefore contained shall impair any right of the Assignee hereunder upon any subsequent breach.

3. The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge, any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment. If requested by the Assignee, the Assignor shall, and does hereby agree to enforce the Leases and all remedies available to the Assignor against the Tenants, in case of default under any of the Leases by any of the Tenants. The Assignor shall and does hereby agree to indemnify the Assignee for and to hold the Assignee harmless of and from any and all liability, loss or damage, except for any liability, loss or damage caused by or resulting from the Assignee's own gross negligence or willful misconduct, which the Assignee may or might incur under any of the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases, and further, the Assignor hereby agrees to defend, at its own cost and expense, any action or actions brought against itself or the Assignee relative to the Leases or this Assignment. The Assignor's failure to properly defend any such action or actions, or to properly pursue all rights and remedies relative to any such dispute, in the reasonable opinion of the Assignee, shall entitle the Assignee to defend such action or pursue such remedies in the Assignor's place and stead. Should the Assignee incur any such liability, loss or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including reasonable costs, expenses and attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand, and, upon the failure of the Assignor so to do, the Assignee may declare all sums secured by the Mortgage immediately due and payable.

4. The Assignor hereby irrevocably appoints the Assignee as its agent whereby the Assignee may, at its election and exercising prudent judgment as a commercial landlord, upon the occurrence of an Event of Default (i) perform any of the Assignor's obligations to the Tenants under the Leases, (ii) exercise any of the Assignor's rights, powers or privileges under the Leases, (iii) modify the Leases and (iv) execute new Leases for any or all property covered by the Leases. All obligations created by the exercise of such agency shall be those of the Assignor and not those of the Assignee except as otherwise provided herein. The Assignor hereby irrevocably appoints the Assignee as the true and lawful attorney-in-fact (coupled with an interest) of the Assignor in its name and stead and on its behalf, for the purpose of executing and delivering any such Leases on behalf of the Assignor and delivering to the Tenant to whom such Lease pertains, written notice of this assignment next. Notwithstanding the above granted power, the Assignee may perform any of the Assignor's obligations as the Assignor's agent, and the Assignee may, at its election, subsequent to any default (beyond any applicable cure periods provided for in the Leases) by the Assignor under the Leases and by the giving of written notice to the Assignor, assume any of the obligations of the Assignor or its assigns to the Tenants under the Leases.

5. This Assignment shall not operate (i) to place responsibility upon the Assignee for the control, care, management or repair of the Mortgaged Premises nor for the carrying out of any of the terms and conditions of said Leases, unless such responsibility is specifically assumed by the Assignee in writing or by its express actions and/or (ii) to make the Assignee responsible or liable for (a) any waste committed on the Mortgaged Premises by any Tenant or any other party, (b) any dangerous or defective condition of the Mortgaged Premises and/or (c) any negligence in the management, upkeep, repair or control of the Mortgaged Premises, resulting in loss or injury or death to any Tenant, licensee, employee or stranger.

6. The Assignee assumes no liability for any security deposited by any Tenant with the Assignor, as the landlord under the terms of any Leases hereinafter executed, unless and until such deposits are assigned and delivered to the Assignee.

7. (i) The Assignor shall, without charge and within ten (10) days after any request by the Assignee, execute, acknowledge and deliver to the Assignee its certification, with respect to any or all of the Leases as to the following:

(a) The dates of the Leases, the dates when the terms thereof commenced, and the dates when any rents, charges and other sums payable by the Tenants thereunder commenced to be payable thereunder;

(b) That the Leases are unmodified and in full force and effect; or, if there have been any modifications, that the Leases are in full force and effect as modified and stating the modifications and the dates thereof;

(c) Whether or not to the best of the Assignor's knowledge, after due inquiry and investigation, there are any then existing valid enforceable setoffs or defenses against the enforcement of any of the terms and/or conditions of the Leases (or of amendments or modifications of the Leases, if any) upon the part of the Tenants thereunder to be performed or complied with; and, if so, specifying the same;

(d) The dates, if any, to which any rents, charges, and other sums on the part of the Tenants to be paid under the Leases have been paid in advance;

(e) The dates of expiration of the terms of the Leases; and

(f) The rate or rates of rent (including a breakdown thereof into annual rent, percentage rents and any other additional rents and charges provided for in the Leases).

(ii) Similarly, upon request as stated in subparagraph 7(i) above, the Assignor shall also procure and deliver to the Assignee, within the aforesaid time period, certifications of all the foregoing by the Tenants under the Leases.

8. The Assignor irrevocably consents that the Tenants under the Leases, upon demand and notice from the Assignee of the occurrence of an Event of Default, shall pay the aforesaid rents, income, issues and profits under the Leases directly to the Assignee without liability of the Tenants for the determination of the actual existence of any Event of Default claimed by the Assignee. The Assignor hereby irrevocably authorizes and directs the Tenants, upon receipt of any notice from the Assignee stating that such an Event of Default exists, to pay to the Assignee the rents, income, issues and profits due and to become due under the Leases, and the Assignor hereby irrevocably constitutes and appoints the Assignee with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority (coupled with an interest) in the place and stead of the Assignor and in the name of the Assignor or in the Assignee's own name, for the purpose of executing and delivering such notices to the Tenants and such other documents which may be necessary to effect the foregoing. Upon the curing of all such defaults, the Assignee shall give written notice thereof to the Tenants, and thereafter, until further notice from the Assignee, the Tenants shall pay such rents, income and profits to the Assignor.

9. Notwithstanding the license granted by the Assignee in Paragraph 1 hereof, the Assignee, and not the Assignor, shall be deemed to be the creditor of each Tenant in respect of any assignment for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Tenant, with an option to the Assignee to have any money received by the Assignee as such creditor (i) applied to reduce the principal or interest due on the Note or applied to reduce any other indebtedness secured by or to be paid pursuant to the Note, the Mortgage or the other Loan Documents or (ii) paid over to the Assignor; provided, however, that the Assignee shall be obligated

to file or make timely filings of claims in such proceedings and to otherwise pursue creditor's rights therein.

10. Upon the payment in full of all of the indebtedness evidenced by the Note and the Credit Agreement, as confirmed by the Assignee by the Assignee's recording of a release or satisfaction of the Mortgage and a termination and cancellation of the Note, this Assignment shall become void and of no further force and effect.

11. A demand on a Tenant by the Assignee for the payment of the rent, upon the occurrence of an Event of Default claimed by the Assignee, shall be sufficient warrant to said Tenant to make further payments of rent to the Assignee without the necessity for further consent by the Assignor and proof of the Event of Default.

12. The Assignee may take or release any security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals, modifications, or indulgences with respect to the Notes, the Credit Agreement, the Mortgage, or any of the other Loan Documents, all without prejudice to any of its rights hereunder.

13. The term "**Leases**" as used herein shall mean the Leases hereby assigned or any extension or renewal thereof, and any Leases subsequently executed by the Assignor covering the Mortgaged Premises or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and conversely. The term "**Tenant**" or "**Tenants**" as used herein shall mean all present and future lessees, users or occupants of the Mortgaged Premises or any part thereof.

14. Nothing herein contained and no act done or omitted by the Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by the Assignee of its rights and remedies under the Credit Agreement, the Notes, the Mortgage, or any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any security therefor held by it may be subsequent to any action taken by it hereunder.

15. This Assignment is binding upon and inures to the benefit of the Assignee and the Assignor, including their respective heirs, executors, administrators, successors and assigns. The words "**Assignor**", "**Assignee**" and "**Tenants**" wherever used herein shall include the person named herein and designated as such and their respective successors and assigns.

16. This Assignment and all matters relating hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Mississippi.

17. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be given in accordance with the terms, conditions, and provisions of Section 11.1 of the Credit Agreement.

18. This Assignment may be executed by one or more parties to this Assignment in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. The Assignor agrees that, in the event that the Assignor or any of the Persons or parties directly constituting the Assignor shall (i) file with any bankruptcy court of competent jurisdiction or be

the subject of any petition under Title 11 of the Bankruptcy Code, (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy or insolvency, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party and not vacated within sixty (60) days for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, the Assignee shall thereupon be entitled and the Assignor irrevocably consents to immediate and unconditional relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Assignee as provided for herein, in the Credit Agreement, the Note or in the other Loan Documents delivered in connection herewith and as otherwise provided by law, and the Assignor irrevocably waives any right to object to such relief and will not contest any motion by the Assignee seeking relief from the automatic stay and the Assignor will cooperate with the Assignee, in any manner reasonably requested by the Assignee, in its efforts to obtain relief from any such stay or other prohibition.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed, witnessed and delivered by its duly authorized Manager, all as of the day and. year first above written.

"**ASSIGNOR**"

RW GOODMAN REALTY, LLC, a Mississippi limited liability company

By: **Goodman Management, LLC**, its Manager

By: _____
Bruce A. Goodman
Sole Member

STATE OF NEW JERSEY)

COUNTY OF MIDDLESEX)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 19th day of November, 2009, within my jurisdiction, the within named **Bruce A. Goodman**, who acknowledged that he is the Sole Member of **Goodman Management, LLC**, the Manager of **RW GOODMAN REALTY, LLC**, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said ~~national banking association~~ limited liability company so to do.

Witness my hand and official seal, this 19th day of November, 2009.

Trudi Rosenbaum
NOTARY PUBLIC

Print Name: NOTARIAL SEAL Trudi Rosenbaum, Notary Public State of New Jersey, Middlesex County My Commission Expires Feb 3, 2011

My Commission Expires:

[SEAL]

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SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS BY AND BETWEEN RW GOODMAN REALTY, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, AS THE ASSIGNOR, AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS THE ASSIGNEE, DATED NOVEMBER 19, 2009

List of Existing Leases

That certain Lease dated November 19, 2009 between RW Goodman Realty, LLC, as landlord, and Mississippi CVS Pharmacy, L.L.C., as tenant, with respect to the premises located at 55 Goodman Road West, Southaven, Mississippi.

SCHEDULE "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS BY AND BETWEEN RW GOODMAN REALTY, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, AS THE ASSIGNOR, AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS THE ASSIGNEE, DATED NOVEMBER 19, 2009

Description of Mortgaged Premises

All the certain real property located in the County of DeSoto, State of Mississippi, described as follows:

ALL THAT CERTAIN PROPERTY described as Lot 6, First Addition to South Lake Commercial Subdivision as recorded in Plat Book 55, Page 45 and being the CVS 8955 MS, LLC property as described in Book 601, Page 680 in the Northeast Quarter of Section 36, Township 1 South, Range 8 West in the City of Southaven, DeSoto County, Mississippi:

COMMENCING at a point at the recognized and accepted Northeast corner of Section 36, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi; thence South 89 degrees 38 minutes 28 seconds West along Goodman Road (Mississippi Highway 302) (right-of-way varies), a distance of 71.05 feet to a point; thence South 00 degrees 21 minutes 32 seconds East a distance of 66.45 feet to an iron pin found at the intersection of the south line of Goodman Road and the West line of Airways Boulevard (right-of-way varies); thence South 00 degrees 29 minutes 50 seconds East with the west line of Airways Boulevard a distance of 100.00 feet (plat = 98.99 feet) to an iron pin set; thence North 89 degrees 17 minutes 49 seconds East a distance of 18.21 feet to an iron pin set in the west line of Airways Boulevard (53 feet from centerline); thence South 00 degrees 29 minutes 50 seconds East with the west line of Airways Boulevard a distance of 102.25 feet (plat = 103.27 feet) to an iron pin set in the North line of Lot 14, South Lake Commercial Subdivision as recorded in Plat Book 73, Page 26; thence South 89 degrees 15 minutes 36 seconds West with the north line of said Lot 14 a distance of 286.62 feet (plat = 286.55 feet) to an iron pin found in the east line of Lot 7, 2nd Addition to South Lake Commercial Subdivision as recorded on Plat Book 61, Page 19; thence North 00 degrees 56 minutes 59 seconds West with the east line of said Lot 7 a distance of 201.18 feet to an iron pipe found in the south line of Goodman Road; thence North 89 degrees 01 minutes 51 seconds East with the south line of Goodman Road a distance of 270.01 feet to the point of beginning and containing 1.29 acres.

TOGETHER WITH all rights and easements contained in that certain Non-Exclusive Access Easement, Drainage Easement and Agreement, dated December 10, 1996 and filed of record on December 18, 1996 in Deed Book 310, page 292, in the Office of the Chancery Clerk of DeSoto County, Mississippi, as amended by that certain Limited Termination and Release of Non-Exclusive Access Easement, dated May 31, 2000 and filed for record in Deed Book 374, page 772, records aforesaid.

BEING INTENDED TO BE THE SAME PROPERTY described and shown on that certain survey prepared by Harris & Associates Land Surveyors, LLC entitled "ALTA Land Title Survey of Lot 6, First Addition to South Lake Commercial Subdivision as Recorded in Plat Book 55, Page 45 and Being the CVS 8955 MS, LLC Property as Described in Book 601, Page 680 in Northeast Quarter of Section 36, Township 1 South, Range 8 West, In the City of Southaven, DeSoto County, Mississippi" dated October 22, 2009.