

Prepared by and return to:

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Grantor:

Horn Lake Shopping Center, Ltd.
c/o Property Commerce
11000 Brittmoore Park Drive, Suite 100
Houston, Texas 77041
(281) 668-3400

Grantee:

Gary M. Olander, Trustee
c/o Whitney National Bank
4265 San Felipe, Suite 200
Houston, Texas 77027
(713) 951-7310

Indexing Instructions:

Lots 3, 4 and 5, Property Commerce Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to the plat thereof, recorded in Plat Book 67 at Page 14 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and ingress, egress and parking easements described in the instrument recorded in Book 0355, Page 0179.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as the "Assignment"), is executed as of the date of the acknowledgment below, but to be effective as of May 24, 2010 by HORN LAKE SHOPPING CENTER, LTD., a Texas limited partnership (hereinafter referred to as "Assignor"), whose address for notice hereunder is c/o Property Commerce, 11000 Brittmoore Park Drive, Suite 100, Houston, Texas 77041, to WHITNEY NATIONAL BANK, a national banking association (hereinafter referred to as "Assignee"), whose address for notice hereunder is 4265 San Felipe, Suite 200, Houston, Texas 77027.

WITNESSETH:

ARTICLE I
DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the following meanings:

Assignee: The above defined Assignee, and the subsequent holder or holders, from time to time, of the Note, being the same party referred to in the Deed of Trust as "Beneficiary".

*Holecomb Junior
PO Drawer 707
Ox Ford MS 38655*

EXHIBIT "A"

Legal Description

Lots 3, 4 and 5, Property Commerce Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to the plat thereof, recorded in Plat Book 67 at Page 14 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and ingress, egress and parking easements described in the instrument recorded in Book 0355, Page 0179.

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Assignor: The individual or entity described as Assignor in the initial paragraph of this Assignment and any and all subsequent owners of the Mortgaged Property or any part thereof (without hereby implying Assignee's consent to any Disposition of the Mortgaged Property), being the same party referred to in the Deed of Trust as "Grantor".

Deed of Trust: That certain Deed of Trust of even date herewith executed by Assignor to Gary M. Olander, as Trustee (the "Trustee"), for the benefit of Assignee, covering the Mortgaged Property.

Land: The real property or interest therein described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all right, title, interest, and privileges of Assignor in and to (a) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (b) any strips or gores of real property between such real property and abutting or adjacent properties; (c) all water and water rights, timber, crops, pertaining to such real estate; and (d) all appurtenances and all reversions and remainders in or to such real property.

Leases: Any and all leases, master leases, subleases, licenses, concessions, or other agreements (written or oral, now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, together with all security and other deposits or payments made in connection therewith.

Lessee: The lessee or tenant under any of the Leases.

Rents: All of the rents, revenues, income, proceeds, profits, security and other types of deposits (after Assignor acquires title thereto), and other benefits paid or payable by parties to the Contracts and/or Leases, other than Assignor for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Mortgaged Property.

1.2 Other Defined Terms. Any term utilized herein (including, without limitation, the terms "Note" and "Loan Documents") shall have a meaning as defined in the Deed of Trust, unless such term is otherwise specifically defined herein.

ARTICLE II ASSIGNMENT

2.1 Assignment. Assignor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER absolutely the Leases and the Rents unto the Assignee, TO HAVE AND TO HOLD the Leases and the Rents unto Assignee, forever, and Assignor does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND the title to the Leases and the Rents unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the Permitted Exceptions described in the Deed of Trust.

ARTICLE III LIMITED LICENSE, CONTINUATION AND TERMINATION OF ASSIGNMENT

3.1 Limited License. Provided that there exists no Event of Default, Assignor shall have the right under a limited license granted hereby, and Assignee hereby grants to Assignor a limited license (the "License"), to collect upon, but not prior to accrual, all of the Rents arising from or out of the Leases, or any renewals or extensions thereof, or from or out of the Mortgaged Property or any part thereof, and Assignor shall receive such Rents and hold the same, as well as the right and license to receive such Rents, as a trust fund to be applied, and Assignor hereby covenants to apply the Rents, to the payment of the Indebtedness, to the satisfaction and discharge of the Obligations, including specifically, but without limitation, to the payment of taxes and assessments upon the

Mortgaged Property before payment of penalty or interest are due thereon, to the cost of such insurance, maintenance and repairs as may be required by the terms of the Loan Documents and in satisfaction of all obligations under the Leases, all prior to the application by Assignor of the Rents for any other purposes. To the extent Assignor has the right, power and authority to collect Rents pursuant to the limited license granted under this Section 3.1 and to the extent Assignee has the right, power and authority to collect Rents as provided in Section 7.1, the collection of such Rents shall be applied to the reduction or repayment of the Indebtedness and to the performance and discharge of the Obligations. Thereafter, Assignor may use the balance of the Rents collected in any manner not inconsistent with the Loan Documents.

3.2 Continuation and Termination of Assignment. Upon payment in full of the Indebtedness and discharge in full of the Obligations, this Assignment shall become and be void and of no force or effect, but the affidavit, certificate, letter or statement of any officer of Assignee stating that any part of the Indebtedness or the Obligations remains unpaid and undischarged shall be and constitute *prima facie* evidence of the validity, effectiveness or continuing force of this Assignment, and any person, firm or corporation may, and is hereby authorized to, rely thereon. Assignor hereby consents to and irrevocably authorizes and directs the Lessees under the Leases, upon notice and demand from Assignee of Assignee's right to receive the Rents, to pay the Rents to Assignee, and any Lessee shall have the right to rely upon such notice and demand from Assignee without any obligation or right to determine the actual existence of any Event of Default hereunder, notwithstanding any notice from or claim of Assignor to the contrary. Written demand by Assignee delivered to any Lessee for payment of Rents by reason of the occurrence of any Event of Default claimed by Assignee shall be sufficient evidence of each such Lessee's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by the Assignor. Assignor shall have no right or claim against any Lessee for payment of any Rents to Assignee hereunder, and Assignor hereby indemnifies and agrees to hold each Lessee free and harmless from and against all liability, loss, cost, damage or expense suffered or incurred by such Lessee by reason of its compliance with any demand for payment of Rents made by Assignee contemplated by the preceding sentence.

ARTICLE IV WARRANTIES AND REPRESENTATIONS

Assignor hereby unconditionally warrants and represents to Assignee as follows:

4.1 Ownership of Leases and Rents. Assignor is the owner in fee simple absolute of the Mortgaged Property, subject to the Permitted Exceptions (as defined in the Deed of Trust); Assignor holds good and unencumbered title to the Leases and Rents as lessor under each of the Leases; Assignor has all requisite right, power and authority to assign the Leases and Rents; and no other person, firm or corporation has any right, title or interest therein.

4.2 No Default. Assignor has duly and punctually performed, all and singular, the terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed; no default has occurred under the terms or provisions of any of the Leases; and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute a default under the terms of any of the Leases.

4.3 No Modification of Leases or Anticipation or Hypothecation of Rents. The Leases are valid and unmodified, except as indicated herein, and are in full force and effect; neither Assignor nor any predecessor lessor has previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due; the Rents now due, or to become due, for any periods subsequent to the date hereof have not been collected more than one (1) month in advance and that payment thereof has not been anticipated more than one (1) month in advance, waived or released, discounted, setoff or otherwise discharged or compromised; neither Assignor nor any predecessor lessor has taken any actions or executed any instruments which could prevent Assignee from taking any actions or exercising any rights or remedies under any of the terms and provisions of this Assignment or which could limit Assignee in taking or exercising any actions, rights or remedies hereunder; and Assignor has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents.

ARTICLE V
COVENANTS

Assignor hereby unconditionally covenants and agrees with Assignee as follows:

5.1 Performance. Assignor shall observe, perform and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions and warranties of the Loan Documents and of the Leases; and Assignor shall give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same.

5.2 Notification to Lessees. Assignor shall notify and direct, in writing, each and every present or future Lessee or occupant of the Mortgaged Property or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee, as the case may be.

5.3 Enforcement. Assignor shall enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in the Leases by any Lessee to be performed, and Assignor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of the Assignor and any Lessee thereunder, and upon request by Assignee, Assignor will do so in the name and on behalf of the Assignee, but at the expense of the Assignor, and Assignor shall pay all costs and expenses of the Assignee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which the Assignee may appear.

5.4 Anticipation or Hypothecation of Rents. Assignor shall neither receive nor collect any Rents from any present or future Lessee for a period of more than one (1) month in advance (whether in cash or by evidence of indebtedness); nor pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents; nor waive, excuse, condone, discount, setoff, compromise or in any manner release or discharge any Lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Lessee, including the obligation to pay Rents thereunder, in the amount, manner and at the time and place specified therein; nor incur any indebtedness to any Lessee or guarantor of any Lease, for borrowed monies or otherwise, which could ever be availed of as an offset against the Rents.

5.5 Execution, Cancellation or Modification of Leases. Assignor shall not cancel, terminate or consent to any surrender of any Lease or commence in any action of ejectment or any summary proceedings for dispossession of the Lessee under any Lease or exercise any right of recapture provided in any Lease, nor modify or in any way alter the terms thereof, nor grant any concession in connection therewith; Assignor shall not enter into any Lease for more than 5,000 square feet on terms and conditions which have not been approved in advance by Assignee; Assignor shall not renew or extend the term of any Lease unless an option therefor was originally so reserved by the Lessee and for a fixed and definite rental, and Assignor shall not relocate any Lessee within the Mortgaged Property nor consent to any modification of the express purposes for which the Mortgaged Property has been leased.

5.6 No Sublease or Assignment. Assignor shall not consent to any subletting of the Mortgaged Property or any part thereof, nor to any assignment of any Lease by any Lessee thereunder, nor to any assignment or further subletting of any sublease, without obtaining in each instance the prior written consent of Assignee, except for such consent heretofore given under any Lease.

5.7 Delivery of Leases; Further Acts and Assurances. Until the Indebtedness and the Obligations have been paid in full and discharged, Assignor will deliver to the Assignee executed copies of all existing and future Leases when executed upon all or any part of the Mortgaged Property and will transfer and assign future Leases upon the same terms and conditions as herein contained, and Assignor hereby covenants and agrees to make, execute and deliver to Assignee, upon demand and at any time or times, any and all assignments and other documents and instruments which Assignee may deem advisable to carry out the true purpose and intent of this Assignment.

5.8 No Merger of Estates. So long as the Indebtedness and the Obligations remain unpaid and undischarged, and unless the Assignee otherwise consents, in writing, the fee and the leasehold estates in and to the Mortgaged Property shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates (without implying Assignee's consent to such union) either in the Assignor, the Assignee or in any Lessee or in any third party by purchase or otherwise.

5.9 Security Deposits. From and after the occurrence of an Event of Default, and upon the written demand by Assignee, Assignor shall pay to Assignee any and all security deposits for which the lessor under the Leases shall be liable to such Lessees. Upon, but only to the extent of, receipt by Assignee of such security deposits, Assignee shall be responsible for and liable to such Lessees with respect to such security deposits.

ARTICLE VI

EVENTS OF DEFAULT

The term "Event of Default," as used in this Assignment, shall mean the occurrence or happening, at any time and from time to time, of an Event of Default under the terms of the Deed of Trust.

ARTICLE VII

REMEDIES

7.1 Remedies. Assignor expressly acknowledges and agrees that upon or any time after the occurrence of an Event of Default, Assignee's right, title and interest in and to the Leases and Rents shall be and remain absolute and inviolate in accordance with the provisions of this Assignment. Moreover, without limiting, altering, affecting or impairing in any manner or to any extent the absolute right, title and interest of an Assignee as provided herein, upon the occurrence of such an Event of Default, Assignee shall have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies:

(a) Collect Rent. To terminate the License and then and thereafter, without taking possession of the Mortgaged Property, in Assignor's own name, to demand, collect, receive, sue for, attach and levy on the Rents and give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees, and apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, in reduction or repayment of the Indebtedness and the Obligations in such order of priority as Assignee may, in its sole discretion, determine;

(b) Acceleration. To declare the Indebtedness immediately due and payable and, at its option, exercise all of the rights and remedies contained in the Loan Documents; and

(c) Right of Entry. Without regard to the adequacy of the security, with or without any action or proceeding through any person or by any agent, or by the Trustee under the Deed of Trust included among the Loan Documents, or by a receiver to be appointed by a court of competent jurisdiction, and irrespective of the Assignor's possession, then or thereafter to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; make, modify, enforce, cancel or accept surrender of any Lease now in effect or hereafter in effect on the Mortgaged Property or any part thereof; remove and evict any Lessee; increase or decrease Rents under any Lease; decorate, clean and repair, and otherwise do any act or incur any cost or expense which Assignee may deem reasonably necessary to protect the status and value of the Mortgaged Property as fully and to the same extent as Assignor could do if in possession thereof; and in such event, to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order or priority as Assignee shall deem proper, and including the payment of reasonable management, brokerage and attorneys' fees and disbursements, and payment of the Indebtedness and the Obligations and to the establishment and maintenance, without interest, of a reserve for replacements.

7.2 Exculpation of Assignee. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority created hereby, shall not, prior to entry, upon and taking possession of the Mortgaged Property by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession", nor thereafter or at any time or in any event obligate the Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any Lessee and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to persons or property sustained by any person, firm or corporation in or about the Mortgaged Property.

7.3 No Waiver or Election of Remedies.

(a) Waiver. Neither the collection of the Rents and application as provided for in this Assignment nor the entry upon and taking possession of the Mortgaged Property by Assignee shall be deemed to cure or waive any Event of Default or waive, modify or affect any notice of default under any Loan Document or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of the Rents may have cured the original Event of Default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default.

(b) Election of Remedies. The failure of the Assignee to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Assignee of any of its rights and remedies under any other Loan Document or under the law. The right of the Assignee to collect and enforce the payment of the Indebtedness and performance of the Obligations and to enforce any security therefor may be exercised by the Assignee either prior to or simultaneously with or subsequent to any action taken hereunder.

7.4 Appointment of Attorney-in-Fact.

(a) Rents. Assignor hereby constitutes and appoints Assignee the true and lawful attorney, coupled with an interest, of the Assignor and in the name, place and stead of Assignor to demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise by any Lessee under any Lease of a privilege of cancellation originally provided in such Lease and to give proper receipts, releases and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Indebtedness or the Obligations selected by Assignee, notwithstanding the fact that such portion of the Indebtedness (other than unaccrued interest) or the Obligations may not then be due and payable or that such portion of the Indebtedness or the Obligations is otherwise adequately secured; and Assignor does hereby authorize and direct any such Lessee to deliver such payment to Assignee in accordance with this Assignment, and Assignor hereby ratifies and confirms all that its said attorney, the Assignee, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, so long as any part of the Indebtedness or the Obligations secured hereby remain unpaid and undischarged, subject, however, to the occurrence of an Event of Default.

(b) Leases. Assignor hereby constitutes and appoints Assignee the true and lawful attorney, coupled with an interest, of the Assignor and in the name, place and stead of said Assignor to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security interest of the Deed of Trust or any other mortgage, deed of trust or security agreement on or to any ground lease of the Mortgaged Property, or to request or require such subordination, where such reservation, option or authority was reserved to the Assignor under any such Lease, or in any case where the Assignor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Assignee, its successors and

assigns, so long as any part of the Indebtedness or the Obligations secured hereby remain unpaid and undischarged, and Assignor hereby warrants that Assignor has not at any time prior to the date hereof exercised any such right, and Assignor hereby covenants not to exercise any such right, to subordinate any such Lease to the lien of the Deed of Trust or to any other mortgage, deed of trust or security agreement or to any ground lease.

7.5 Assignor's Indemnities. Assignor hereby agrees to indemnify and hold the Assignee and its agents, representatives and employees free and harmless from and against any and all liability, loss, cost, damage or expense which Assignee and its agents, representatives and employees may incur under or by reason of this Assignment, or for any action taken by the Assignee or its agents, representatives or employees hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee and its agents, representatives and employees arising out of the Leases, including specifically, but without limitation, any claim by any Lessee of credit for Rents paid to and received by Assignor, but not delivered to Assignee or its agents, representatives or employees, for any period under any Lease more than one (1) month in advance of the due date thereof. In the event the Assignee or its agents, representatives or employees incurs any such liability, loss, cost, damage or expense, the amount thereof, including reasonable attorneys' fees, with interest thereon at the Default Rate specified in the Note, shall be payable by Assignor to Assignee immediately, without demand, and shall be secured hereby and by all other security for the payment and performance of the Indebtedness and the Obligations, including specifically, but without limitation, the lien and security interest of the Deed of Trust.

ARTICLE VIII

MISCELLANEOUS

8.1 Performance at Assignor's Expense. The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Assignor, and no portion of such cost and expense (except to the extent that certain costs and expenses are included within the definition of "Indebtedness") shall be, in any way and to any extent, credited against any installment on or portion of the Indebtedness.

8.2 Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Loan Documents and the consummation of the loan called for therein and shall continue in full force and effect until the Indebtedness shall have been paid in full; provided, however, that nothing contained in this Section 8.2 shall limit the obligations of Assignor as otherwise set forth herein.

8.3 Further Assurances. Assignor, upon the request of Assignee, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, substitutions, replacements, modifications or amendments to the Leases.

8.4 Recording and Filing. Assignor will cause the Loan Documents (requested by Assignee) and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Assignee shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

8.5 Notices. All notices or other communications required or permitted to be given pursuant to this Assignment shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective two (2) business days after its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective the earlier of two (2) business days after delivery to such commercial delivery service or actual receipt by addressee; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth

on page 1 of this Assignment; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

8.6 Successors and Assigns. Subject to the provisions of Section 6.9 of the Deed of Trust, all of the terms of the Loan Documents shall apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

8.7 No Waiver; Severability. Any failure by Assignee to insist, or any election by Assignee not to insist, upon strict performance by Assignor of any of the terms, provisions or conditions of this Assignment or the other Loan Documents shall not be deemed to be a waiver of same or of any other terms, provisions or conditions thereof; and Assignee shall have the right at any time or times thereafter to insist upon strict performance by Assignor of any and all of such terms, provisions and conditions. This Assignment or the other Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements. If any provision of any of this Assignment or the other Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of the instrument in which such provision is contained nor the application of such provision to the other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather, shall be enforced to the greatest extent permitted by law.

8.8 Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

8.9 **GOVERNING LAW AND FORUM.** THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN TEXAS PROVIDED, HOWEVER, THAT EITHER FEDERAL LAW OR, TO THE EXTENT FEDERAL LAW DOES NOT APPLY, THE LAW OF THE SITUS OF THE MORTGAGED PROPERTY SHALL BE APPLIED TO DETERMINE THE COMPLIANCE OF THE MORTGAGED PROPERTY WITH ENVIRONMENTAL LAWS. PROVIDED FURTHER, THAT THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED SHALL APPLY TO THE CREATION, PERFECTION, AND PRIORITY OF LIENS AND SECURITY INTERESTS AND TO ANY FORECLOSURE, TRUSTEE'S SALE, APPOINTMENT OF RECEIVER OR OTHER REMEDY WITH RESPECT TO THE MORTGAGED PROPERTY. ANY PROCEDURES PROVIDED HEREIN FOR SUCH REMEDIES SHALL BE MODIFIED BY AND REPLACED WITH, WHERE INCONSISTENT WITH OR REQUIRED BY, ANY PROCEDURES OR REQUIREMENTS OF THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

ANY LEGAL ACTION TO INTERPRET OR ENFORCE ANY TERM OR CONDITION OF THIS ASSIGNMENT SHALL BE BROUGHT AND MAINTAINED ONLY IN THE TEXAS STATE COURTS SITUATED IN THE CITY OF HOUSTON AND COUNTY OF HARRIS, TEXAS, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS SITUATED IN THE CITY OF HOUSTON AND COUNTY OF HARRIS, TEXAS. BY EXECUTING THIS ASSIGNMENT, EACH PARTY HERETO EXPRESSLY (A) CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF SUCH TEXAS AND FEDERAL COURTS, (B) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT HARRIS COUNTY, TEXAS (AND WITH RESPECT TO ASSIGNOR, THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED) IS NOT A PROPER OR CONVENIENT VENUE OR FORUM, AND (C) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN

AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

8.10 Controlling Agreement. It is expressly stipulated and agreed to be the intent of Assignor and Assignee at all times to comply with applicable Texas law or applicable United States federal law (to the extent that it permits Assignee to contract for, charge, take, reserve, or receive a greater amount of interest than under Texas law) and that this section shall control every other covenant and agreement in this Assignment and the other Loan Documents. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Indebtedness, or if Assignor's exercise of the option to accelerate the maturity of the Note, or if any prepayment by Assignor results in Assignor having paid any interest in excess of that permitted by applicable law, then it is Assignor's and Assignee's express intent that all excess amounts theretofore collected by Assignee shall be credited on the principal balance of the Note and all other Indebtedness (or, if the Note and all other Indebtedness have been or would thereby be paid in full, refunded to Assignor), and the provisions of the Note and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Assignee for the use, forbearance, or detention of the Indebtedness shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Indebtedness until payment in full so that the rate or amount of interest on account of the Indebtedness does not exceed the Maximum Lawful Rate from time to time in effect and applicable to the Indebtedness for so long as the Indebtedness is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to the loan evidenced by the Loan Documents and/or secured hereby. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Assignee to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

8.11 Rights Cumulative. Assignee shall have all rights, remedies, and recourses granted in the Loan Documents and available at law or in equity (including, without limitation, those granted by the Code and applicable to the Mortgaged Property or any portion thereof), and the same (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively, or concurrently against Assignor or others obligated for the Indebtedness or any part thereof, or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Assignee, (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse, and (iv) are intended to be, and shall be, nonexclusive. All rights and remedies of Assignee hereunder and under the other Loan Documents shall extend to any period after the initiation of foreclosure proceedings, judicial or otherwise, with respect to the Mortgaged Property.

8.12 Headings. The Article, Section and Subparagraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subparagraphs.

8.13 Entire Agreement; Amendment. **THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.** The provisions of this Assignment and the other Loan Documents may be amended or waived only by an instrument in writing signed by the Assignor and Assignee.

8.14 Waiver of Right to Trial by Jury. **ASSIGNOR AND ASSIGNEE HEREBY IRREVOCABLY, UNCONDITIONALLY, KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING (INCLUDING, BUT NOT LIMITED TO, ANY**

CLAIMS, CROSS CLAIMS AND THIRD PARTY CLAIMS), OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF ANY OF THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED THEREIN, AND ALL AND ANY COMBINATION OF THE FOREGOING, INCLUDING ANY RENEWAL, EXTENSION OR MODIFICATION OF THE SAME, OR THE ACTS OR FAILURE TO ACT OF OR BY ASSIGNEE IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS.

ASSIGNOR HEREBY CERTIFIES AND REPRESENTS THAT NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

8.15 Specific Performance. The Assignee shall be entitled to specifically enforce any provision hereof against the Assignor. It is acknowledged by the Assignor that an award of damages in the event of non-compliance by the Assignor will not adequately compensate the Assignee in lieu of any award of damages.

EXECUTED by Grantor on the date below its signature, and effective as of the date first above written.

ASSIGNOR:

HORN LAKE SHOPPING CENTER, LTD.,
a Texas limited partnership

By: its sole general partner,
HLSC, LLC,
a Texas limited liability company

By: 
S. Jay Williams
Manager

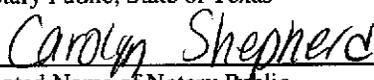
Date: June 16, 2010

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of June, 2010, within my jurisdiction, the within named S. Jay Williams, who acknowledged to me that he is the Manager of HLSC, LLC, a Texas limited liability company, the sole general partner of HORN LAKE SHOPPING CENTER, LTD., a Texas limited partnership, and that for and on behalf of said limited partnership, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

[S E A L]

My Commission Expires:


Notary Public, State of Texas

Printed Name of Notary Public

