MARGINAL NOTATION FORM

Book	142	Page	713

DeSoto County Chancery Clerk's Office
Misty Heffner, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
prl	191	740	Lot 17 Southcrest	05/05/2016	clc

2/22/11 2:13:50
DK P BK 142 PG 596
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

2/28/11 3:12:31
DK P BK 142 PG 713
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS INSTRUMENT WAS PREPARED BY:
Robert C. Liddon, Attorney
2000 First Tennessee Building
165 Madison Avenue
Memphis, TN 38103
Mississippi License No. 1253
Phone: 901-577-2269

AFTER RECORDING RETURN TO:
Mary Aronov
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
165 Madison Avenue, Suite 2000
Memphis, TN 38103

Indexing Instructions:
Lots 3B (Revision of Lot 3), 16, 17, 18, and 19 in the Southcrest Subdivision as shown of record in Plat Book 109, Page 44, in the office of the Chancery Clerk of Desoto County, Mississippi, all as situated in the SW¼ of the SE¼ of Section 25, Township 1 South, Range ~~4~~ 8 West of DeSoto County, Mississippi

(ABOVE SPACE FOR RECORDER'S USE)

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT ("Assignment"), made as of the 11th day of February, 2011, is by and between **BOYLE SOUTHCREST, LLC**, a Mississippi limited liability company whose address is c/o 5900 Poplar Avenue, Suite 100, Memphis, Tennessee 38119, Attention: President, Boyle Investment Company (hereinafter called "**Grantor**"), and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION** whose address is 165 Madison Avenue, Memphis, Tennessee, Attention: Commercial Real Estate (hereinafter called "**Lender**"), and joined in by **BOYLE INVESTMENT COMPANY** (hereinafter called "**Borrower**").

1. Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of the Grantor in, to and under any existing leases, together

Document is being re-recorded to correct the range number from 4 to 8.

Chicago Title

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with any and all future leases hereinafter entered into by any lessor or lessee affecting the real estate described in Exhibit A attached hereto and made a part hereof (the "Property"), and all guarantees, amendments, extensions, modifications and renewals of such leases and any of them, (all of which are hereinafter called the "Leases"), and all rents, receipts, revenues, awards, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the Property or otherwise arising out of or pertaining to the Property.

2. This Assignment is made for the purposes of securing:

(a) The payment of the Obligations (including any amendments, extensions, modifications or renewals thereof), as evidenced by the $10,000,000.00 Revolving Credit Note of even date herewith executed by Borrower in favor of Lender (the "Note"), and as described in the Loan Agreement of even date herewith between Borrower and Lender, as same may be amended or modified from time to time (the "Loan Agreement") and for payment of the Guaranty Agreement (including any amendments, extensions, modifications or renewals thereof), executed by the Grantor in favor of the Lender guaranteeing the Obligations of the Borrower to the Lender. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

(b) The payment of all other sums, with interest thereon, becoming due and payable to Lender under the provisions of the other Security Documents and any other instrument constituting security for the Obligations and the Guaranty Agreement, including, without limitation, the other Loan Documents.

(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, the Loan Agreement, and by the Borrower and the Grantors in the other Security Documents, and any other instrument constituting security for the Obligations, including without limitation, the other Loan Documents.

3. Grantor covenants and agrees with Lender as follows:

(a) The sole ownership of the entire lessor's interest in the Leases is vested in Grantor, and Grantor has not, and shall not, perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of the terms, covenants and conditions of this Assignment. The ownership of the fee simple title to the Property is vested in Grantor.

(b) Except as otherwise permitted by the Loan Agreement, no Leases (including any guaranties of such Leases) shall be entered into by Grantor without the prior consent of the Lender, which shall not be unreasonably withheld, conditioned or delayed.

(c) Grantor upon request, from time to time, shall furnish to Lender a rent roll and lease abstract in such reasonable detail as Lender may request, certified by Grantor, of all Leases relating to the Property, and on demand, Grantor shall furnish to Lender executed copies of any and all such Leases.

4. The parties further agree as follows:

(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a Default has occurred, Grantor may receive, collect and enjoy the rents, income and profits accruing from the Property.

(b) Following the occurrence of a Default, Lender may, at its option, without notice to Grantor or Borrower, receive and collect all such rents, income and profits as they become due, from the Property and under any and all Leases of all or any part of the Property. Lender shall thereafter continue to receive and collect all such rents, income and profits, as long as such Default shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period in accordance with this Assignment and the other Security Documents.

(c) Grantor hereby irrevocably appoints Lender its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Grantor, from and after any Default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Property are hereby expressly authorized and directed to pay any and all amounts due Grantor pursuant to the Leases directly to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Grantor in respect of all payments so made.

(d) From and after any Default, Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Grantor relating thereto. Grantor hereby grants full power and authority to Lender to exercise all rights, power and authority herein granted at any and all times after any Default that has not been cured, without further notice to Grantor, 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 of any of the Obligations of Grantor and Borrower to Lender, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the cost of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Lender on the Note and the other Loan Documents, all in such order as Lender may determine according to provisions of the Loan Documents. Lender 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 growing out of the covenants and agreements of Grantor 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 leasehold interest therein, or parts thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any waste of the Property by any lessee under any of the Leases or any other person, 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, or for any environmental hazard on the Property.

(e) Waiver of or acquiescence by Lender in any Default by the Grantor or Borrower, or failure of the Lender to insist upon strict performance by the Grantor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other Default or failure, whether similar or dissimilar.

5. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under the other Loan Documents, or at law or in equity.

6. 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.

7. Any and all notices, elections or demands permitted or required to be made under this Assignment shall be in writing and shall be delivered in accordance with the Loan Agreement.

8. The terms "Grantor," "Borrower" and "Lender" shall be construed to include the heirs, personal representatives, successors and assigns thereof.

9. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Lender, 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.

10. Upon cancellation of record of the other Security Documents, this Assignment shall automatically and without further documentation or action on the part of the parties hereto, also be cancelled, terminated and be of no further or future force and effect.

11. BORROWER, GRANTOR, AND LENDER EACH HEREBY WAIVE ITS RIGHT TO A TRIAL BY JURY REGARDING ANY DISPUTE UNDER THIS ASSIGNMENT TO THE SAME EXTENT AS SUCH RIGHT WAS WAIVED IN THE OTHER LOAN DOCUMENTS.

This Assignment shall be governed by the laws of the State of Tennessee and shall be subject to the jurisdiction and venue provisions of Section 11.19 of the Loan Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Borrower and Grantor have caused this Assignment to be executed by their duly authorized officers for and on their behalf as of the day and year first above written.

GRANTOR:

BOYLE SOUTHCREST, LLC

By: _____
Name: Paul T. J. Boyle
Title: Manager

BORROWER:

BOYLE INVESTMENT COMPANY,
a Tennessee corporation

By: _____
Title: Exec Vice President

STATE OF Tennessee)

COUNTY OF Shelby)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 11 day of February, 2011, within my jurisdiction, Paul T.J. Boyle, who acknowledged that he/she is the Exec Vice President of **BOYLE INVESTMENT COMPANY**, a Tennessee corporation, and that for and on behalf of said corporation and as its act and deed, he/she executed this Assignment of Rents and Leases after first having been duly authorized so to do.

Karyn R. Haines
NOTARY PUBLIC

My Commission Expires: 11/20/2011

KARYN R. HAINES STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 11/20/2011

STATE OF Tennessee)

COUNTY OF Shelby)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 11 day of February, 2011, within my jurisdiction, Paul T.J. Boyle, who acknowledged that he/she is the Manager of **BOYLE SOUTHCREST, LLC**, a manager-managed limited liability company, and that for and on behalf of said company and as its act and deed, he/she executed this Assignment of Rents and Leases after first having been duly authorized so to do.

Karyn R. Haines
NOTARY PUBLIC

My Commission Expires: 11/20/2011

[Individual Notary]

KARYN R. HAINES STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 11/20/2011

Exhibit A

Property Description

Parcel 1

PROPERTY DESCRIPTION – LOT 18

Lot 18 located in Southcrest Subdivision as shown of record in Plat Book 109, Page 44 in the Desoto County Chancery Court Clerk's Office, as situated in the SW¼ of the SE¼ of Section 25, Township 1 South, Range ~~1~~ 8 West of DeSoto County, Mississippi, and more particularly described as follows:

Beginning at a 1/2" rebar (set) in the north line of West Goodman Road (Ms. Hwy. 302 (R/W varies), said point being 170.38 feet west of the intersection of the west line of Southcrest Parkway 90' R/W) and the north line of West Goodman Road as measured along said north line;

thence S89°38'31"W, and with said north line, a distance of 25.85 feet to a 1/2" rebar (set);

thence N89°54'14"W, and with said north line, a distance of 173.77 feet to a 1/2" rebar (set);

thence N00°00'28"E, and with an east line of Lot 2, Goodman Road Subdivision (P.B. 45, Pg. 45) a distance of 72.66 feet to a 1/2" rebar (set) in the east line of Sleepy Hollow Drive (90' R/W);

thence along a curve to the left having a radius of 45.00 feet an arc distance of 43.57 feet (chord=N38°32'02"W-41.89 feet) to a point;

thence N07°21'51"W, and with the east line Sleepy Hollow Drive, a distance of 89.32 feet to a point;

thence N00°32'41"W, and with the east line Sleepy Hollow Drive, a distance of 89.89 feet to a point;

thence along a curve to the right having a radius of 49.50 feet an arc distance of 45.64 feet (chord=N63°17'57"E-44.04 feet) to a point in the south line of Market Plaza (37' R/W);

thence N89°42'37"E, and with the south line Market Plaza, a distance of 59.34 feet to a point of tangent curve;

thence along a curve to the right having a radius of 356.50 feet an arc distance of 78.65 feet (chord=S83°58'12"E-78.49 feet) to a point of tangency;

thence S77°39'01"E, and with the south line Market Plaza, a distance of 73.45 feet to the northwest corner of Lot 3-A;

thence S11°11'17"W, and with a west line of Lot 3-A, a distance of 42.21 feet to a PK nail (set);

thence N78°48'43"W, and with a north line of Lot 3-A, a distance of 31.07 feet to a PK nail (set);

thence S00°21'29"E, and with a west line of Lot 3-A, a distance of 68.03 feet to a PK nail (set);

thence S89°38'31"W, and with a north line of Lot 3-A, a distance of 32.00 feet to a PK nail (set);

thence S00°46'52"E, and with a west line of Lot 3-A, a distance of 135.43 feet to a PK nail (set);

thence N89°42'13"E (call= S89°38'31"W), and with a south line of Lot 3-A, a distance of 25.34 feet to a PK nail (set):

thence along a curve to the left having a radius of 22,085.04 feet an arc distance of 23.77 feet (chord=N89°40'22"E-23.77 feet) to a PK nail (set);

thence N89°38'31"E, and with a south line of Lot 3-A, a distance of 8.71 feet to a PK nail (set);

thence S00°07'30"E, and with a west line of Lot 3-A, a distance of 41.50 feet to the POINT OF BEGINNING and containing 57,097 square feet or 1.311 acres.

TOGETHER WITH, those access easements contained in Book 544, Page 634, Book 545, Page 792, and Book 592, Page 753, in the office of the Chancery Court Clerk, of Desoto County, Mississippi.

Parcel 2

PROPERTY DESCRIPTION – BEST BUY

Being Lot 3-B, Revision of Lot 3 of Southcrest Subdivision as described in Plat Book 109, Page 44 as situated in the SW¼ of the SE¼ of Section 25, Township 1 South, Range ~~4~~ 8 West of DeSoto County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at the intersection centerlines of Goodman Road (Ms. Hwy 302) and Airways Boulevard, the southeast corner of said Section 25;

thence west with the south line of said Section 25 a distance of 1,437.44 feet to a point;

thence N00°17'23"W, and with the west line of Southcrest Parkway (90-foot R/W), a distance of 407.94 feet to the true POINT OF BEGINNING;

thence S89°42'32"W, and with a north line of Lot 17, a distance of 52.00 feet to a point;

thence N00°17'28"W, and with an east line of Lot 17, a distance of 167.00 feet to a point;

thence S89°42'32"W, and with a north line of Lot 17, a distance of 129.00 feet to the southeast corner of Lot 19;

thence N00°17'28"W, and with an east line of Lot 19, a distance of 191.68 feet to a point;

thence S89°42'32"W, and with a north line of Lot 19, a distance of 31.00 feet to a point;

thence N00°17'28"W, and with an east line of Lot 19, a distance of 100.68 feet to a point;

thence S89°42'32"W, and with a north line of Lot 19, a distance of 58.69 feet to a point;

thence N00°12'18"W, and with an east line of Lot 19, a distance of 296.15 feet to a point in the south line of Lot 16;

thence N89°58'04"E, and with said south line, a distance of 270.25 feet to a point in the west line of Southcrest Parkway;

thence along a curve to the right having a radius of 1,335.00 feet an arc distance of 7.06 feet (chord=S00°26'28"E-7.06 feet) to a point of tangency;

thence S00°17'23"E a distance of 747.23 feet to the POINT OF BEGINNING and containing 144,525 square feet or 3.321 acres.

Parcel 3

PROPERTY DESCRIPTION – LOT 16

Lot 16 located in Southcrest Subdivision as shown of record in Plat Book 109, Page 44 in the Desoto County Chancery Court Clerk's Office, as situated in the SW¼ of the SE¼ of Section 25, Township 1 South, Range 8 West of DeSoto County, Mississippi and more particularly described as follows:

Beginning at a chisel mark (found) in the west line of Southcrest Parkway (90' R/W), said point being 778.74 feet north of the intersection of the north line of Market Plaza (37' R/W) and the west line of Southcrest Parkway as measured along said west line;

thence S89°58'04"W, and with the north line of Lots 3-B and 19, a distance of 380.58 feet to a 1/2" rebar (set);

thence S53°50'31"W, and with the north line of Lot 19, a distance of 130.50 feet to a 1/2" rebar (set) in the east line of Sleepy Hollow Drive (90' R/W);

thence north with said east line and along a curve to the right having a radius of 492.00 feet an arc distance of 225.90 feet (chord=N36°33'36"W-223.92 feet) to an iron pin (set);

thence N44°14'41"E, and with a south line of Lot 15A-Revised, Southcrest Subdivision (P.B. 96, Pg. 30), a distance of 14.57 feet to a point of tangent curve;

thence with said south line and along a curve to the right having a radius of 300.00 feet an arc distance of 239.40 feet (chord=N67°06'23"E-233.10 feet) to an iron pin (set);

thence N89°58'04"E, and with said south line, a distance of 376.61 feet to a 1/2" rebar (found) in the west line of Southcrest Parkway;

thence along a curve to the right having a radius of 1,335.00 feet an arc distance of 204.96 feet (chord=S04°59'27"E-204.76 feet) to the POINT OF BEGINNING and containing 118,460 square feet or 2.719 acres.

Parcel 4

PROPERTY DESCRIPTION – LOT 17

Lot 17 located in Southcrest Subdivision as shown of record in Plat Book 109, Page 44 in the Desoto County Chancery Court Clerk's Office as situated in the SW¼ of the SE¼ of Section 25, Township 1 South, Range 4 West of DeSoto County, Mississippi and more particularly described as follows:

Beginning at an iron pin (set) in the east line of Sleepy Hollow Drive (90' R/W), said point being 19.21 feet north of the intersection of the north line of Market Plaza (37' R/W) and the east line of Sleepy Hollow Drive as measured along said east line;

thence N00°32'41"W, and with the east line of Sleepy Hollow Drive, a distance of 261.11 feet to a 1/2" rebar (set);

thence N89°42'32"E, and with a south line of Lot 19, a distance of 201.86 feet to a C.P.S. (set);

thence S00°17'28"E, and with a south line of Lot 19, a distance of 100.51 feet to a C.P.S. (set);

thence N89°42'32"E, and with a south line of Lot 19 and Lot 3-B, a distance of 192.00 feet to a cotton picker spindle (found);

thence S00°17'28"E, and with a west line of Lot 3-B, a distance of 167.00 feet to a cotton picker spindle (found);

thence N89°42'32"E, and with a south line of Lot 3-B, a distance of 52.00 feet to a point in the west line of Southcrest Parkway (90' R/W);

thence S00°17'23"E, and with said west line, a distance of 32.21 feet to point;

thence along a curve to the right having a radius of 49.50 feet an arc distance of 45.43 feet (chord=S63°23'22"W-43.86 feet) to a point in the north line of Market Plaza;

thence S89°41'03"W, and with said north line, a distance of 49.76 feet to a point of tangent curve;

thence along a curve to the right having a radius of 356.50 feet an arc distance of 78.81 feet (chord=N83°58'59"W-78.65 feet) to a point of tangency;

thence N77°39'01"W, and with said north line, a distance of 94.53 feet to a point of tangent curve;

thence along a curve to the left having a radius of 393.50 feet an arc distance of 86.81 feet (chord=N83°58'11"W-86.63 feet) to a point of tangency;

thence S89°42'37"W, and with said north line, a distance of 59.97 feet to a point of tangent curve;

thence along a curve to the right having a radius of 49.50 feet an arc distance of 45.16 feet (chord=N64°09'21"W-43.61 feet) to the POINT OF BEGINNING and containing 2.285 acres.

Parcel 5

PROPERTY DESCRIPTION – LOT 19

Lot 19 located in Southcrest Subdivision as shown of record in Plat Book 109, Page 44 in the Desoto County Chancery Court Clerk's Office as situated in the SW¼ of the SE¼ of Section 25, Township 1 South, Range ~~1~~ 8 West of DeSoto County, Mississippi and more particularly described as follows:

Beginning at an iron pin (set) in the east line of Sleepy Hollow Drive (90' R/W), said point being 280.32 feet north of the intersection of the north line of Market Plaza (37' R/W) and the east line of Sleepy Hollow Drive as measured along said east line;

thence N00°32'14"W, and with the east line of Sleepy Hollow Drive, a distance of 222.07 feet to a 1/2" rebar (set);

thence along a curve to the left having a radius of 492.00 feet an arc distance of 195.32 feet (chord=N12°02'01"W-194.04 feet) to an iron pin (set);

thence N53°50'31"E , and with a south line of Lot 16, a distance of 130.50 feet to a 1/2" rebar (set);

thence N89°58'04"E, and with a south line of Lot 16, a distance of 110.34 feet to a 1/2" rebar (set);

thence S00°12'18"E, and with a west line of Lot 3-B, a distance of 296.15 feet to a cotton picker spindle (found);

thence N89°42'32"E, and with a south line of Lot 3-B, a distance of 58.69 feet to a cotton picker spindle (found);

thence S00°17'28"E, and with a west line of Lot 3-B, a distance of 100.68 feet to a cotton picker spindle (found);

thence N89°42'32"E, and with a south line of Lot 3-B, a distance of 31.00 feet to a cotton picker spindle (found);

thence S00°17'28"E, and with a west line of Lot 3-B, a distance of 191.68 feet to a cotton picker spindle (found);

thence S89°42'32"W, and with a north line of Lot 17, a distance of 63.00 feet to a cotton picker spindle (found);

thence N00°17'28"W, and with an east line of Lot 17, a distance of 100.51 feet to a cotton picker spindle (set);

thence S89°42'32"W, and with a north line of Lot 17, a distance of 201.86 feet to the POINT OF BEGINNING and containing 2.479 acres.

TOGETHER WITH, that access easement contained in that Declaration of Electrical Equipment and Access Easement recorded in Book 648, Page 454, in the Office of the Chancery Court Clerk, Desoto County, Mississippi.