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DESOTO COUNTY, MS
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This document was prepared by: Renasant Bank
ATTN: Cari McNatt, Business Dev Officer, P.O. Box 709 Tupelo, MS 38802, (877) 367-5371
(name, address, phone number)

Return to: Renasant Bank P.O. Box 709 Tupelo, MS 38802, (877) 367-5371

INDEXING INSTRUCTIONS: The real property described herein is situated as follows:
NW¼ quarter of Section 36, Township 1 South,
Range 8 West of the 1st Judicial District of Desoto County, Mississippi.

152360

ASSIGNMENT OF RENTS AND LEASES

BORROWER:	LESSOR:
GOODMAN LODGING, L.L.C. PO BOX 161188 MEMPHIS, TN 38186-1188	GOODMAN LODGING, L.L.C. PO BOX 161188 MEMPHIS, TN 38186-1188

ORIGINAL

Officer's Initials	Interest Rate	Principal Amount/ Credit Limit	Funding/ Agreement Date	Maturity Date
	5.000	$728,655.70	11/21/2011	12/05/2014

Customer #	Loan #
00000392819	0000152360-3

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a mortgage or deed of trust (the "Security Instrument"), Lessor, identified above, absolutely assigns to Renasant Bank ("Lender") all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as (the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding and all proceeds from any rights and claims of any kind which Lessor may have against any lessee under the Leases or any occupants of the Premises (all of the above Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Security Instrument as provided by applicable state law.

2. COVENANTS OF LESSOR. Lessor covenants and agrees that Lessor will: (a) observe and perform all the obligations imposed upon the landlord under the Leases; (b) refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender; (c) perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments; (d) refrain from modifying or terminating any of the Leases without the written consent of Lender; (e) execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require; and (f) comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

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3. REPRESENTATIONS OF LESSOR. Lessor represents and warrants to Lender that: (a) the tenants under the Leases are current in all Rent payments and are not in default under the terms of any of the Leases; (b) each of the Leases are valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Lessor or any assignee of Lessor; (c) no Rents or security deposits under any of the Leases have previously been assigned by Lessor to any party other than Lender; (d) Lessor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases; (e) Lessor has the power and authority to execute this Assignment; (f) Lessor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment; (g) Lessor's Chief Executive Office is located in the state of _____; (h) Lessor's state of organization is the state of _____; and (i) Lessor's exact legal name is set forth on the first page of this agreement.

4. FINANCING STATEMENT. Lessor authorizes the Lender to file a financing statement describing the Leases, Rents and any other collateral hereunder, as well as any agricultural liens or other statutory liens held by the Lender.

5. LESSOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Security Instrument securing the Note, this Assignment or any other present or future obligation of Borrower or Lessor to Lender (whether incurred for the same or different purposes) ("Obligations"), Lender grants Lessor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Lessor's business operations. However, Lender may at any time require Lessor to deposit all Rents into an account maintained by Lessor or Lender at Lender's institution.

6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, and Lender shall have full power periodically to make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents, in Lender's sole discretion, to payment of the obligation or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received and any unpaid amounts shall be added to the principal of the Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Security Instrument and for which this Assignment is given. Lender's remedies described herein are cumulative, non-exclusive and in addition to any other remedies under the Security Instrument and applicable law.

7. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Security Instrument and this Assignment.

8. POWER OF ATTORNEY. Lessor irrevocably authorizes Lender as Lessor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender's deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. Lender may endorse Lender's name on rent checks or other instruments to accomplish the purposes of this assignment. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceeding under the Security Instrument shall not cure any default or affect such proceeding or sale which may be held as a result of such proceedings.

ORIGINAL

9. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Lessor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Security Instrument and this Assignment. Lessor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Lessor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

10. NOTICE TO TENANTS. A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Lessor. Lessor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

11. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Security Instrument and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Security Instrument. This Assignment is in addition to the Security Instrument and shall not affect, diminish or impair the Security Instrument. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Security Instrument.

12. MODIFICATION AND WAIVER. The modification or waiver of any of Lessor's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. Lender may perform any of Lessor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Lessor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Lessor or third party or any of its rights against any Lessor, third party or collateral.

13. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

14. SEVERABILITY. Whenever possible, each provision of this assignment shall be interpreted so as to be valid and effective under applicable state law. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

15. COLLECTION COSTS. To the extent permitted by law, Lessor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) whether or not any attorney is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Assignment, all whether or not suit is brought and including, but not limited to, fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. These collection costs are secured by this Assignment and the Security Instrument.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

_____
NOTARY PUBLIC

My commission expires:

_____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

_____
NOTARY PUBLIC

My commission expires: ORIGINAL

_____

CORPORATE, PARTNERSHIP, LIMITED LIABILITY COMPANY OR ASSOCIATION ACKNOWLEDGEMENT
(One Signer)

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of November, 2011, within my jurisdiction, the within named **PRAMUDHBHAI PATEL, PRAVIEN PATEL**, who acknowledged that (he) (she) is **Chief Officer, Member** of **GOODMAN LODGING, L.L.C.**, a **MISSISSIPPI**, **LIMITED LIABILITY COMPANY**, and that for and on behalf of the said **LIMITED LIABILITY COMPANY**, and as its act and deed, (he) (she) executed the above and foregoing instrument after first having been duly authorized by said **LIMITED LIABILITY COMPANY** so to do.

JENNIFER L SCOTT
MY COMMISSION EXPIRES
NOTARY PUBLIC
JANUARY 29, 2014
DESOTO COUNTY, MS

NOTARY PUBLIC

My commission

CORPORATE, PARTNERSHIP, LIMITED LIABILITY COMPANY OR ASSOCIATION ACKNOWLEDGEMENT
(Two Signers)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ and _____, who severally acknowledged that they are _____ and _____, respectively of _____, a _____, and that for and on behalf of the said _____ and as its act and deed, they executed the above and foregoing instrument after first having been duly authorized by said _____ so to do.

ORIGINAL

NOTARY PUBLIC

My commission expires:

16. MISCELLANEOUS. (a) A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Security Instrument so long as, in Lender's option, such default results in the impairment of Lender's security. (b) A violation by Lessor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument. (c) This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. (d) This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment. (e) All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

17. JURY TRIAL WAIVER. LESSOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

18. ADDITIONAL TERMS.

19. INDEXING INSTRUCTIONS.

ORIGINAL

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: **11/21/2011**

GOODMAN LODGING, L.L.C.

BY: _____ 11/21/11

PRAMUDHBHAI PATEL, Chief Officer — Date

GOODMAN LODGING, L.L.C.

BY: _____ 11/21/11

PRAVIEN PATEL, Member — Date

_____ Date

_____ Date

_____ Date

_____ Date

SCHEDULE A

EXHIBIT "A"

The land referred to in this commitment/policy is situated in the State of Mississippi, County of DeSoto and is described as follows:

Beginning at the northwest corner of Section 36, Township 1 South, Range 8 West; thence along the north line of said section a distance of 1776.40 feet to a point; thence S00°37'01"W a distance of 114.9 feet to a point on the existing right-of-way of State Highway 302; thence along said right-of-way S79°10'50"E a distance of 64.58 feet to a concrete monument at MDOT Station 440+00; thence continuing along said right-of-way S49°37'20"E a distance of 138.84 feet to a concrete monument at Station 1615+00; thence S29°08'00"E a distance of 458.0 feet an an iron pin on said right-of-way; thence N89°04'29"W a distance of 397.56 feet to an old concrete monument found; thence N00°37'01"E along the east line of Lots 1 & 2 of the Southaven Village Industrial Park Subdivision and the T.E.A. Bait, Inc. Tracts a distance of 495.73 feet to the point of beginning.

All lying and being in the Northwest Quarter of Section 36, Township 1 South, Range 8 West, Desoto County, Mississippi.

Signed for identification.
GOODMAN LODGING, L.L.C.

PRAMUDHBHAI PATEL, Chief Officer	11/21/2011 Date		Date
PRAVIEN PATEL, Member	11/21/2011 Date		Date
	Date		Date