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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared By:

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Indexing Instructions: The real property described herein is situated in the Northeast Quarter of Section 23, Township 1, South, Range 8 West, of DeSoto County, Mississippi.

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

THIS ABSOLUTE ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of this ^{1st} day of May, 2012 by RGT FOODS, INC., a Mississippi corporation ("Assignor"), to and for the benefit of RELIANT BANK ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the real property (the "Property") in DeSoto County, Mississippi, legally described on Exhibit A attached hereto. The real property described herein is situated in the Northeast Quarter of Section 23, Township 1, South, Range 8 West, of DeSoto County, Mississippi;

WHEREAS, Assignor, 33 Foods, Inc., a Mississippi corporation ("33 Foods"), SDI Foods, Inc., a Mississippi corporation ("SDI"), Ole Bellco, Inc., a Mississippi corporation ("Bellco"), and R.G.T. Management, Inc., a Tennessee corporation ("R.G.T. Management") (Assignor, 33 Foods, SDI, Bellco and R.G.T. Management are hereinafter referred to individually as a "Borrower" or collectively, as "Borrower" or "Borrowers" as the context may require) are obligated to Assignee pursuant to the terms of a Loan Agreement dated of even date herewith between Borrowers and Assignee (the "Loan Agreement") governing a loan in the principal amount of \$5,618,750.00 and certain other Loan Documents (as such term is defined in the Loan Agreement);

WHEREAS, Assignor has granted to Assignee a first priority deed of trust lien on the Property pursuant to the Deed of Trust (as such term is defined in the Loan Agreement); and

WHEREAS, Assignee would not extend credit to Borrowers if Assignor were not assigning its interest in the Leases in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the indebtedness evidenced by the Loan Documents, Assignor and Assignee agree as follows:

Blair Law

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1. Assignment Clauses. Assignor, intending to be legally bound and in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues, income and profits of the Property, and all right, title, and interest of Assignor in and to any and all leases of all or of portions of the Property, whether now existing or hereafter arising (hereinafter referred to as the "Leases"), and any and all amendments, modifications, extensions, replacements and renewals thereof, and including all security deposits or interests therein now or hereafter held by Assignor and the benefit of all guarantees executed in connection with any of the Leases. It is intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only; however, except as otherwise provided in this Assignment, Assignor shall have a revocable license to receive, collect and enjoy the rents, issues, income and profits accruing from the Property, but not prior to accrual.

2. Representations. Assignor represents and warrants to Assignee that (a) it has made no prior assignment or pledge of the rents assigned hereby or of the Assignor's interest in any of the Leases; (b) no default exists in any of the Leases and there exists no state of facts which, with the giving of notice or passage of time, or both, would constitute a default under any of the Leases; and (c) Assignor is the sole owner of the lessor's interest in the Leases.

3. Negative Covenants of Assignor. Assignor, without first obtaining the written consent of Assignee, shall not (a) consent to the cancellation or surrender of any Lease; (b) amend or modify any Lease; (c) collect rents from any Lease for more than one month in advance; (d) enter into any Lease without the prior written consent of Assignee and except upon the following conditions: (i) each such Lease shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Assignee under the Deed of Trust; (ii) each such Lease shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Assignee may, at its option, sell the Property in the manner provided in the Deed of Trust subject to such Lease; and (iii) at or prior to the time of the execution of any such Lease, Assignor shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Assignee, in form and substance satisfactory to Assignee, under which such party or parties agree to be bound by the provisions of the Deed of Trust regarding the manner in which Assignee may foreclose or exercise the power of sale under the Deed of Trust; or (e) assign, convey or otherwise transfer any of Assignor's interest in the Leases, without the written consent of Assignor, which may be withheld in Assignor's sole and absolute discretion.

4. Affirmative Covenants of Assignor. Assignor will at its sole cost and expense (a) faithfully perform the covenants of Assignor as lessor under any present and future Leases, and shall neither do nor neglect to do, nor permit to be done, anything which may cause the termination of such Leases, or any of them, or which may materially diminish or impair their value, or the rents provided for therein, or the interest of Assignor or Assignee therein or thereunder; (b) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate such agreement; (c) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all tenants of the Property or any part thereof, the terms of their respective Leases, the spaces occupied, and the rents payable thereunder; (d) furnish Assignee promptly with copies of any notices of default which Assignor may at any time give to any tenant of the Property or any part thereof; (e) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate provided in the Loan Agreement; (f) promptly in the event of a request by Assignee, Assignor shall procure and deliver to Assignee at the time of executing this Assignment, or at any time within thirty (30) days after notice and demand by Assignee, estoppel letters or certificates from each lessee, tenant or occupant in possession under a Lease, in form and substance satisfactory to Assignee.

5. Agreements of Assignor.

(a) Should Assignor fail to make any payment or to do any act as herein provided for and upon thirty (30) days written notice to Assignor, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the Property and the Leases, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the Property or the Leases or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation,

covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

(b) This Agreement shall not operate to place responsibility for the control, management, care or repair of the Property upon Assignee, and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under 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 undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Assignee. Should Assignee incur any such 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 thereof, including costs, expenses and reasonable attorneys' fees, then Assignor shall reimburse Assignee therefor, with interest at the Default Rate, immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) A demand on any tenant by Assignee for the payment of the rent on any default of Assignor claimed by Assignee shall be sufficient warrant to the tenant to make future payment of rents to Assignee without the necessity for further consent by Assignor.

(e) Assignor does further specifically authorize and instruct each and every present and future tenant of the whole or any part of the Property to pay all unpaid rent agreed upon in any Lease to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives all right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of rent to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

(f) Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney in fact with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence and during the continuance of an Event of Default, as defined in the Loan Agreement, to receive and give complete acquittances for any and all rents, issues, income and profits accruing from the Property, and at Assignee'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 Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, issues, income and profits. Tenants of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such tenants, who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

(g) Each Lease shall expressly provide, or shall be deemed to provide, that in the event of the enforcement by Assignee of the remedies provided for by law or by the Deed of Trust, the lessee or tenant thereunder will, at the option and request of Assignee (or any other person or entity succeeding to the interest of Assignee) as a result of such enforcement, automatically become the lessee or tenant of Assignee (or said successor in interest), without change in the terms or other provisions of said Lease; provided, however, that Assignee (and any successor in interest) shall not be bound by (i) any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said Lease, or (ii) any amendment or modification of said Lease made without the express written consent of Assignee or any successor in interest. Each Lease shall also provide that, upon request by Assignee or any successor in interest to Assignee, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

6. Termination. At any time, the license granted to Assignor in Section 1 may be revoked by Assignee, in its sole and absolute discretion, and Assignee may, at its option, and without regard to the value of the

Property or the adequacy of the security for the indebtedness, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof, do any acts which Assignee deems proper to protect the Property and the Leases, and either with or without taking possession of the Property in the name of Assignor or in its own name, sue for or otherwise collect and receive such rents, issues, income and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and brokers' commissions, upon any indebtedness of Assignor to Assignee described in the Loan Documents, in such priority or proportion as Assignee, in its sole discretion, shall deem proper. Assignee reserves, within its own reasonable discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more money than it actually receives from the Property. The entering upon and taking possession of the Property or the collection of such rents, issues, income and profits and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of such rents and will, upon request by Assignee, promptly execute a written notice to each tenant directing the tenant to pay rent to Assignee.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents is intended to be exclusive of any other remedy or remedies, and each and every such remedy herein or in the Loan Documents contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against Assignor or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

8. Notices. All notices, demands and requests given or required to be given by either party hereto shall be delivered in accordance with the Loan Agreement.

9. Miscellaneous.

(a) This Assignment may not be modified, amended, discharged or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The covenants of this Assignment shall bind Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, tenants and subtenants of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns. The Rules of Construction set forth in Section 1.2 of the Loan Agreement are hereby incorporated into this Assignment by this reference and shall be construed to compliment, rather than contradict, the provisions of this Assignment.

(c) In the event any one or more of the provisions contained in this Assignment or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(d) THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE; PROVIDED, HOWEVER, THE LAWS OF MISSISSIPPI SHALL GOVERN TO THE EXTENT NECESSARY TO ENFORCE THE REMEDIES WITH RESPECT TO THIS ASSIGNMENT.

(e) ASSIGNOR AND ASSIGNEE (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVES ITS AND THEIR RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS ASSIGNMENT OR ANY RELATIONSHIP BETWEEN ASSIGNEE AND ASSIGNOR. ASSIGNOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS

KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first hereinabove written.

ASSIGNOR:

RGT FOODS, INC., a Mississippi corporation

By: *[Signature]*
Sean A. Tuohy, President

STATE OF Tennessee)
MISSISSIPPI)) SS.
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of May, 2012, within my jurisdiction, the within named SEAN A. TUOHY, who acknowledged to me that he is the President of RGT FOODS, INC., a Mississippi corporation, and that for and on behalf of said corporation as President of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

[Signature]
Notary Public

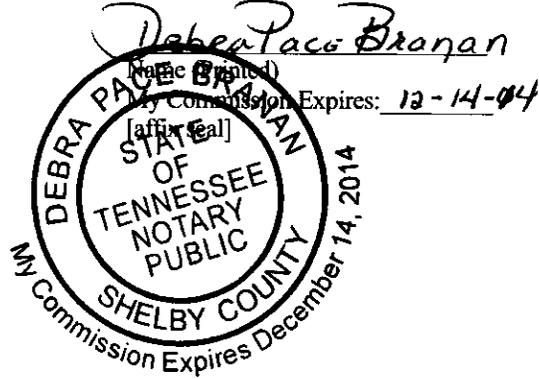


EXHIBIT AREAL PROPERTY

Part of the Northeast Quarter of Section 23, Township 1, South, Range 8 West, in DeSoto County, Mississippi, being more particularly described as follows:

BEGINNING at a point in the southerly line of State Line Road (80 feet wide) a distance of 352.50 feet Westwardly from the northwest corner of Lot 1 of Whitehaven Village Subdivision as recorded in Plat Book 1, Page 40, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; thence South 5 degrees 57 minutes East a distance of 263.22 feet to a point; thence South 84 degrees 27 minutes West a distance of 100.00 feet to a point; thence North 5 degrees 57 minutes West a distance of 263.22 feet to a point in the southerly line of State Line Road; thence North 84 degrees 27 minutes East along the southerly line of State Line Road a distance of 100.00 feet to the point of beginning;

AND

BEGINNING at an iron stake in the southerly line of State Line Road at the northeast corner of the herein described tract, said point being South 84 degrees 27 minutes 00 seconds West 651.75 feet and South 5 degrees 58 minutes 57 seconds East 40.00 feet from the accepted Northeast corner of the Northeast Quarter of Section 23, Township 1 South, Range 8 West, said point being also the True Point of Beginning for the herein described tract; thence South 5 degrees 58 minutes 57 seconds East 262.85 feet to an iron stake (found) in the northerly line of Lot No. 2, Section "A", Rainbow Village Subdivision (Book 5, Pages 14 and 15); thence South 84 degrees 25 minutes 21 seconds West (found) at the southeast corner of the Taco Bell tract, a California corporation (Book 145, Page 517); thence North 05 degrees 58 minutes 56 seconds West 262.89 feet along the easterly line of said Taco Bell tract to an iron stake (found) in the southerly line of State Line Road at the northeast corner of said tract; thence North 84 degrees 27 minutes 00 seconds East 92.00 feet with the southerly line of said Road to the point of beginning containing 0.5552 acres, more or less.