

**TRUSTMARK NATIONAL BANK**

**ASSUMPTION WITHOUT RELEASE AGREEMENT**

THIS AGREEMENT made this 13<sup>th</sup> day of **June, 2008**, by and among **The Mitii Group, LLC** hereafter called "Transferor-Seller"; **Attila Group, LLC**, hereinafter called "Transferee-Purchaser"; and Trustmark National Bank, hereinafter called "Bank";

WITNESSETH:

WHEREAS, the Transferor-Seller did on **October 17, 2005**, execute and deliver unto Bank a Promissory Note (No. **27120351-76791**) in the amount of **Two Million Nine Hundred Eighteen Thousand Six Hundred Seventeen and 78/100 Dollars (U.S. \$2,918,617.78)**, for the payment of said sum, together with interest thereon at the rate and terms as more fully set forth in said Note and did execute certain security documents with regard thereto.

**The Mitii Group, LLC** did also execute, acknowledge and deliver the following collateral to Bank as security for the above-described indebtedness:

A Deed of Trust dated **October 17, 2005**, which Deed of Trust was recorded in Land Deed of Trust Book **2334** at Page **153**, in the office of the Chancery Clerk of **DeSoto County, Mississippi**, which covers the following described property:

**Lot 4, East Sandidge Center, located in Section 3, Township 2 South, Range 6 West, DeSoto County, Mississippi, as recorded in**

Chicago  
file

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**Plat Book 61, Pages 20-21, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

An Assignment of All Rents dated **October 17, 2005**, to Lender on the above described property recorded in Book 111 at Page 355, in the office of the Chancery Clerk of **DeSoto** County, Mississippi

Life insurance policy described in an Assignment of Life Insurance Policy dated October 17, 2005.

WHEREAS, THE BANK is the holder of said Note and Deed of Trust securing the payment thereof including any renewals, extensions and modifications thereof.

WHEREAS, the Transferee-Purchaser desires to assume and agrees to pay said indebtedness and perform all obligations under said Note and the security documents with regard thereto, and Bank is willing to consent to said transfer and assumption of said indebtedness, but it is not willing to release the undersigned Transferor-Seller or other obligors from their present liability on said Note and security documents;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of mutual promises of the parties hereto, the parties do hereby mutually agree, covenant and bind themselves as follows:

1. The Transferee-Purchaser does hereby assume and agree to pay the principal sum of the indebtedness evidenced by said

Promissory Note, and any renewals, modifications and extensions thereof said Note being secured by the collateral described herein and in the security documents with interest accruing at the rate specified in said Note and security documents, in accordance with the terms and conditions of said Note and Deed of Trust and other loan documents not specifically mentioned herein or as said terms may from time to time be modified or changed, with the same force and effect as if the said Note and security documents had originally been executed by the undersigned Transferee-Purchaser, and that all of the terms and conditions of the Promissory Note and Deed of Trust, and any and all of the loan documents originally executed by the Transferor-Seller which may or may not be specifically referred to herein shall remain in full force and effect and said Transferee-Purchaser shall be fully and completely bound thereby.

2. The undersigned Transferor-Seller agrees that their present liability under said Promissory Note and Deed of Trust and any and all loan documents originally executed by Transferor-Seller and any renewals, extensions and modifications thereof, shall not be impaired, prejudiced or affected in any way whatsoever by this agreement or by sale of or conveyance of the above-described collateral, or by the assumption by the undersigned Transferee-Purchaser of said

Note and security documents, or by any subsequent change or modification in the terms, time manner of method of payment of said indebtedness, or any part thereof contracted by and between the Bank and the Transferee-Purchaser, or any subsequent transferees, whether or not such changes or such transfers have been consented to by the undersigned Transferor-Sellers.

3. There are no offsets or defenses to said Promissory Note and/or the Security documents or to the amount of the debt represented thereby.

4. Except as modified by this agreement, all of the provisions of said Promissory Note, and any renewals, extensions and modifications thereof, and said Deed of Trust are and shall remain in full force and effect and are and shall be performed by the Transferee-Purchaser.

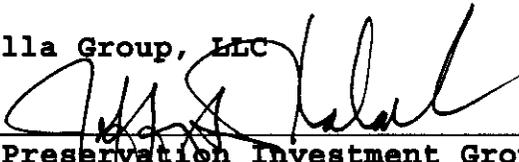
THIS AGREEMENT is joint and several and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, devisees, administrators, executors, successors and assigns.

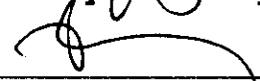
TRANSFEROR-SELLER:

The Mitii Group, LLC

BY:   
By: Johnny Mitias, Managing Member

TRANSFeree-PURCHASER:

Attila Group, LLC  
BY:   
Preservation Investment Group, LLC, Member  
By: Jeffrey Dlabach, Member

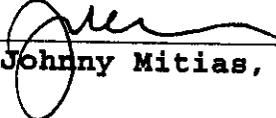
BY:   
Taylor Ranch Group, LLC, Member  
By: Rob Pickering, Managing Member

BY:   
The Mitii Group, LLC, Member  
By: Johnny Mitias, Managing Member

TRUSTMARK NATIONAL BANK

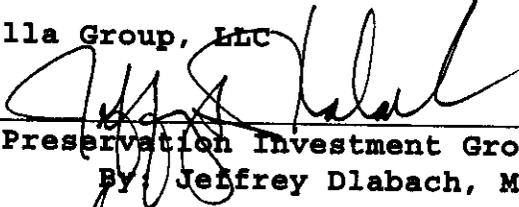
BY: \_\_\_\_\_  
Evans Wells, Loan Officer

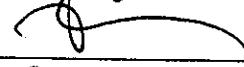
The Mitii Group, LLC

BY:   
By: Johnny Mitias, Managing Member

TRANSFeree-PURCHASER:

Attila Group, LLC

BY:   
Preservation Investment Group, LLC, Member  
By: Jeffrey Dlabach, Member

BY:   
Taylor Ranch Group, LLC, Member  
By: Rob Pickering, Managing Member

BY:   
The Mitii Group, LLC, Member  
By: Johnny Mitias, Managing Member

TRUSTMARK NATIONAL BANK

BY:   
Evans Wells, Loan Officer

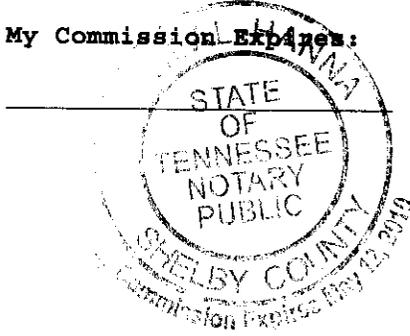
**ACKNOWLEDGMENT**

**STATE OF MISSISSIPPI**

**COUNTY OF DeSoto**

Personally appeared before me, the undersigned authority in and for said county and state, on this 13<sup>th</sup> day of **June, 2008**, within my jurisdiction, the within named **Johnny Mitias** who acknowledged that he is **Managing Member** of **The Mitii Group, LLC**, and that for and on behalf of the said **limited liability company**, and as its act and deed he executed the above and foregoing instrument, after having been duly authorized by said **limited liability company** so to do.

My Commission Expires:



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

**STATE OF MISSISSIPPI**

**COUNTY OF DeSoto**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of **June, 2008**, within my jurisdiction, the within named **Jeffrey Dlabach** who acknowledged to me that he is a **Member of Preservation Investment Group, LLC**, a **Tennessee limited liability company** and member of **Attila Group, LLC**, a **Tennessee member-managed limited liability company**, and that for and on behalf of **Preservation Investment Group, LLC** as member of **Attila Group, LLC**, and as the act and deed of said **Preservation Investment Group, LLC** as member of **Attila Group, LLC**, and as the act and deed of **Attila Group, LLC**, he executed the above and foregoing instrument, after first having been duly authorized by said **Preservation Investment Group, LLC** and said **Attila Group, LLC**, so to do.

My Commission Expires:



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

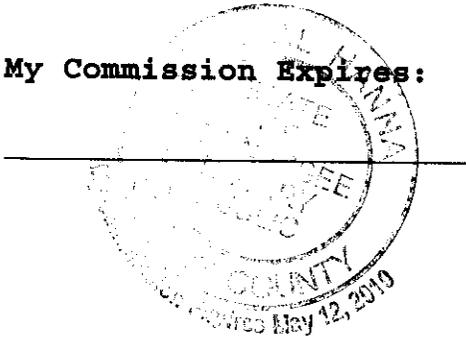
**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of June, 2008, within my jurisdiction, the within named Rob Pickering who acknowledged to me that he is Managing Member of Taylor Ranch Group, LLC, a Tennessee Limited Liability Company and member of Attilla Group, LLC, a Tennessee member-managed limited liability company, and that for and on behalf of Taylor Ranch Group, LLC as member of Attilla Group, LLC, and as the act and deed of said Taylor Ranch Group, LLC as member of Attilla Group, LLC, and as the act and deed of Attilla Group, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said Taylor Ranch Group, LLC and said Attilla Group, LLC, so to do.

My Commission Expires:



[Signature]  
Notary Public

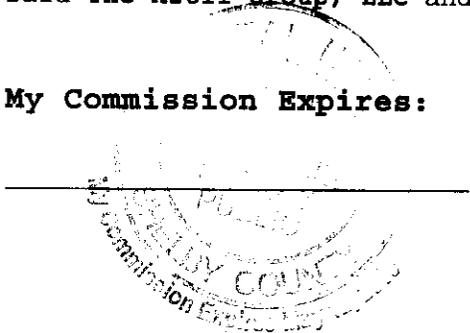
ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of June, 2008, within my jurisdiction, the within named Johnny Mitias who acknowledged to me that he is Managing Member of The Mitii Group, LLC, a Mississippi Limited Liability Company and member of Attilla Group, LLC, a Tennessee member-managed limited liability company, and that for and on behalf of The Mitii Group, LLC as member of Attilla Group, LLC, and as the act and deed of said The Mitii Group, LLC as member of Attilla Group, LLC, and as the act and deed of Attilla Group, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said The Mitii Group, LLC and said Attilla Group, LLC, so to do.

My Commission Expires:



[Signature]  
Notary Public

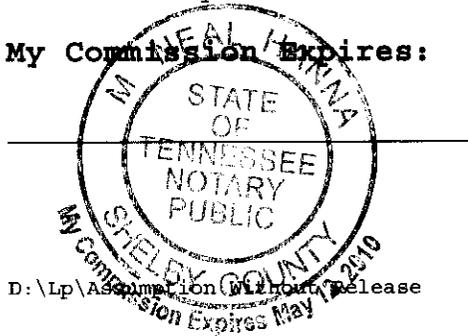
ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on the 13<sup>th</sup> day of **June, 2008**, within my jurisdiction, the within named **Evans Wells**, who acknowledged that he is a **Loan Officer** of Trustmark National Bank, a national banking association, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

My Commission Expires:



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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