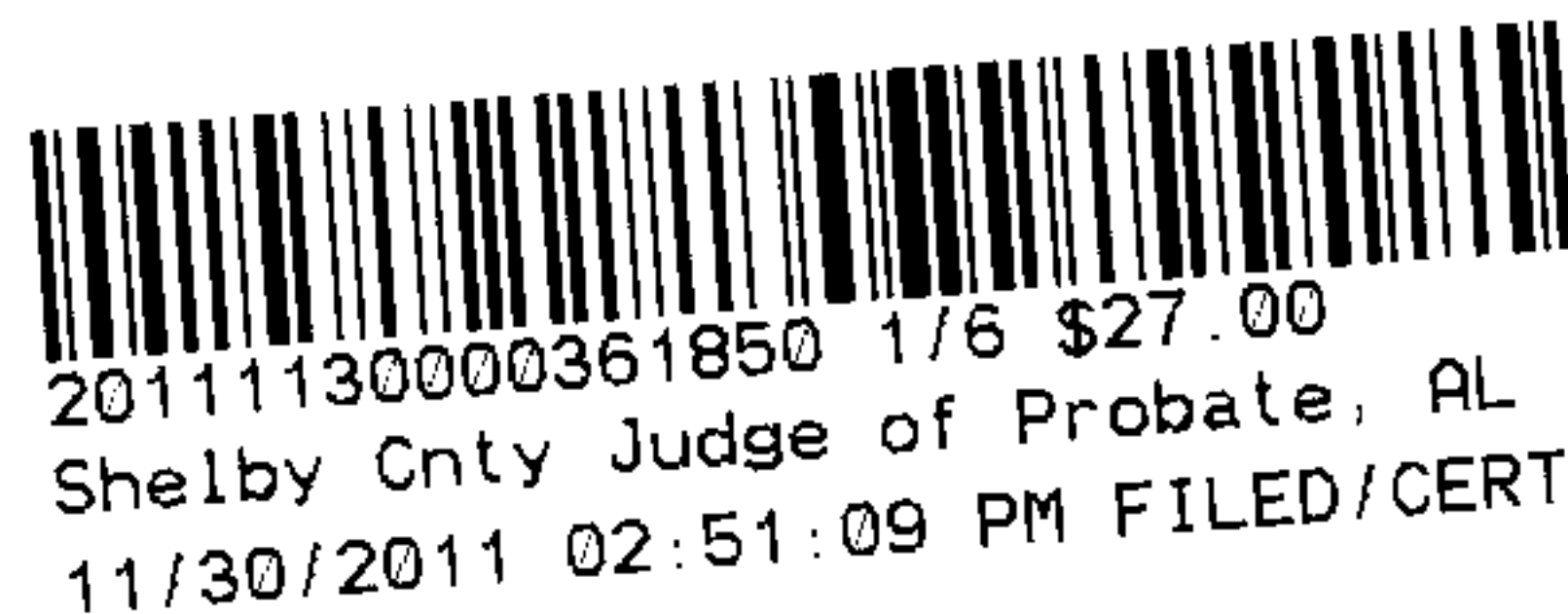


This Instrument was prepared by
and return to:
James M. Hivner
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 400
Memphis, TN 38119



ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT ("Assignment"), made as of the 23rd day of November, 2011, is by and between **MADISON RUN RESOURCES, LLC**, a Delaware limited liability company, whose address is c/o Fifteenth Street, North West, Suite 329, Washington, D.C. 20005 (hereinafter called "**Borrower**"), and **METROPOLITAN BANK**, whose address is 1661 Aaron Brennan Drive, Suite 100, Memphis, Tennessee 38120, Attn: Matt Shirley (hereinafter called "**Lender**").

1. Borrower, 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 Borrower in, to and under any existing leases, together 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 all such leases, (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, as a result 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:

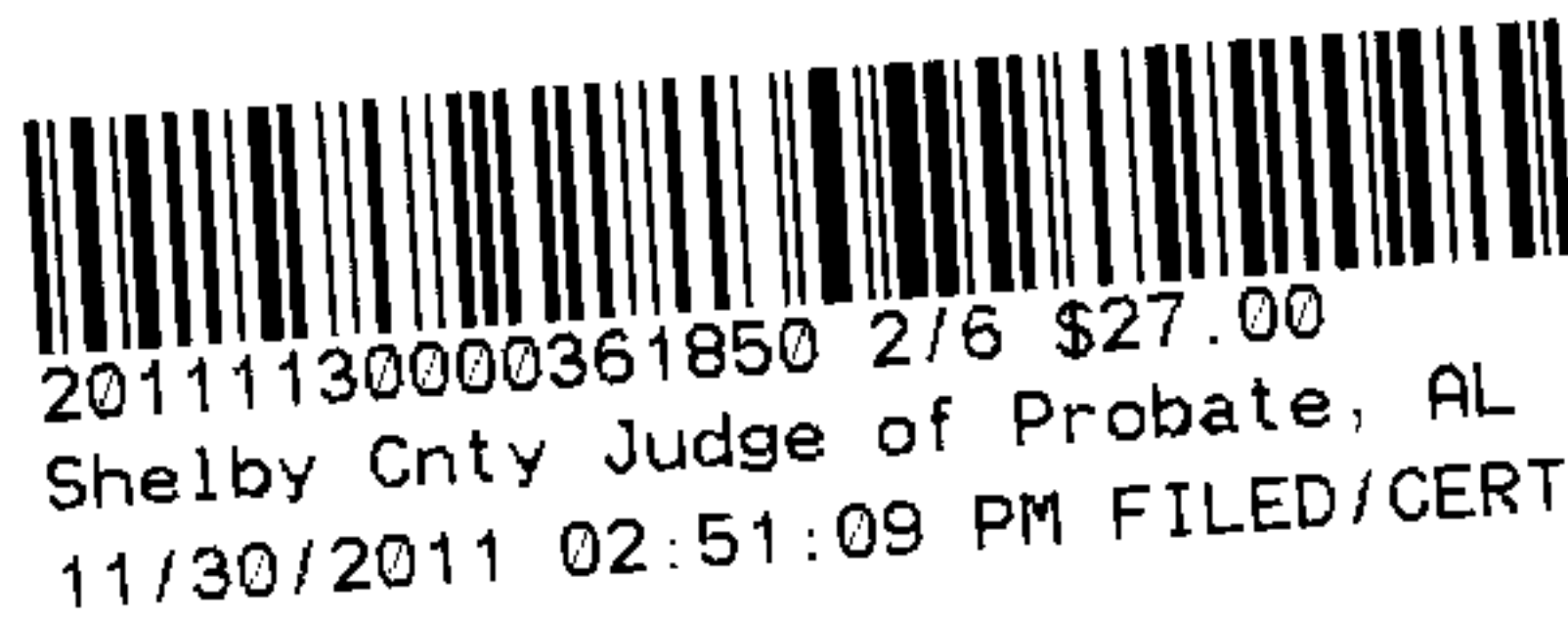
(a) The payment of the obligations (including any amendments, extensions, modifications or renewals thereof), as evidenced by the \$895,000.00 Promissory Note of even date herewith executed by Borrower in favor of Lender (the "Note"). Capitalized terms shall have the meanings ascribed to such terms in this Assignment, the Note, the mortgage securing the Note (the "Mortgage"), and all other related loan documents (the "Loan Documents").

(b) The payment of all other sums, with interest thereon, becoming due and payable to Lender under the provisions of the Loan Documents.

(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Loan Documents, and any other instrument constituting security for the Borrower's obligations.

3. Borrower covenants and agrees with Lender as follows:

(a) The sole ownership of the entire lessor's interest in the Leases is vested in Borrower, and Borrower 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. Fee simple title to the Property is vested in Borrower.

(b) No new Leases (including any guaranties of such Leases) shall be entered into by Borrower without the prior written consent of Lender. Lender's consent shall not be unreasonably withheld, conditioned or delayed.

(c) Borrower, upon request, shall furnish to Lender a rent roll and lease abstract in such reasonable detail as Lender may request, certified by Borrower, pertaining to all Leases relating to the Property and, on demand, Borrower 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 under the Loan Documents has occurred, Borrower may receive, collect and enjoy the rents, income and profits accruing from the Property.

(b) Following the occurrence of an Event of Default under the Loan Documents Lender may, at its option and without notice to 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 Event of Default shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period in accordance with the Loan Documents.

(c) Borrower hereby irrevocably appoints Lender as its true and lawful attorney-in-fact with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Borrower, from and after any uncured Event of Default and the expiration of any applicable cure period, 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 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 Borrower pursuant to the Leases associated with the Property 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 Borrower in respect of all payments so made.

(d) From and after any Event of Default, Lender is hereby vested with full power to use all measures, legal and equitable, Lender deems 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, successors or assigns to enter upon the Property, or any part thereof, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto. Borrower hereby

grants full power and authority to Lender to exercise all rights, power and authority herein granted at any and all times after any Event of Default that has not been cured within any applicable cure periods, without further notice to Borrower, 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 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 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 Borrower in the leases associated with the Property. 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 any waste on the Property caused or created 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, invitee or other third party, or for any environmental hazard on the Property.

(e) Waiver of or acquiescence by Lender as to any default by Borrower pursuant to the Loan Documents, or failure of Lender to insist upon strict performance by Borrower 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 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 deemed to have been given when delivered personally or deposited in a regularly maintained mail receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, and addressed to Borrower or Lender at the following addresses, or any other address Borrower or Lender may designate in writing from time to time:



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Shelby Cnty Judge of Probate, AL
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Borrower:
Madison Run Resources, LLC
1156 Fifteenth Street, North West, Suite 329
Washington, D.C. 20005

Lender:
Metropolitan Bank
Attn: Matt Shirley
1661 Aaron Brenner Drive, Suite 100
Memphis, TN 38120

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

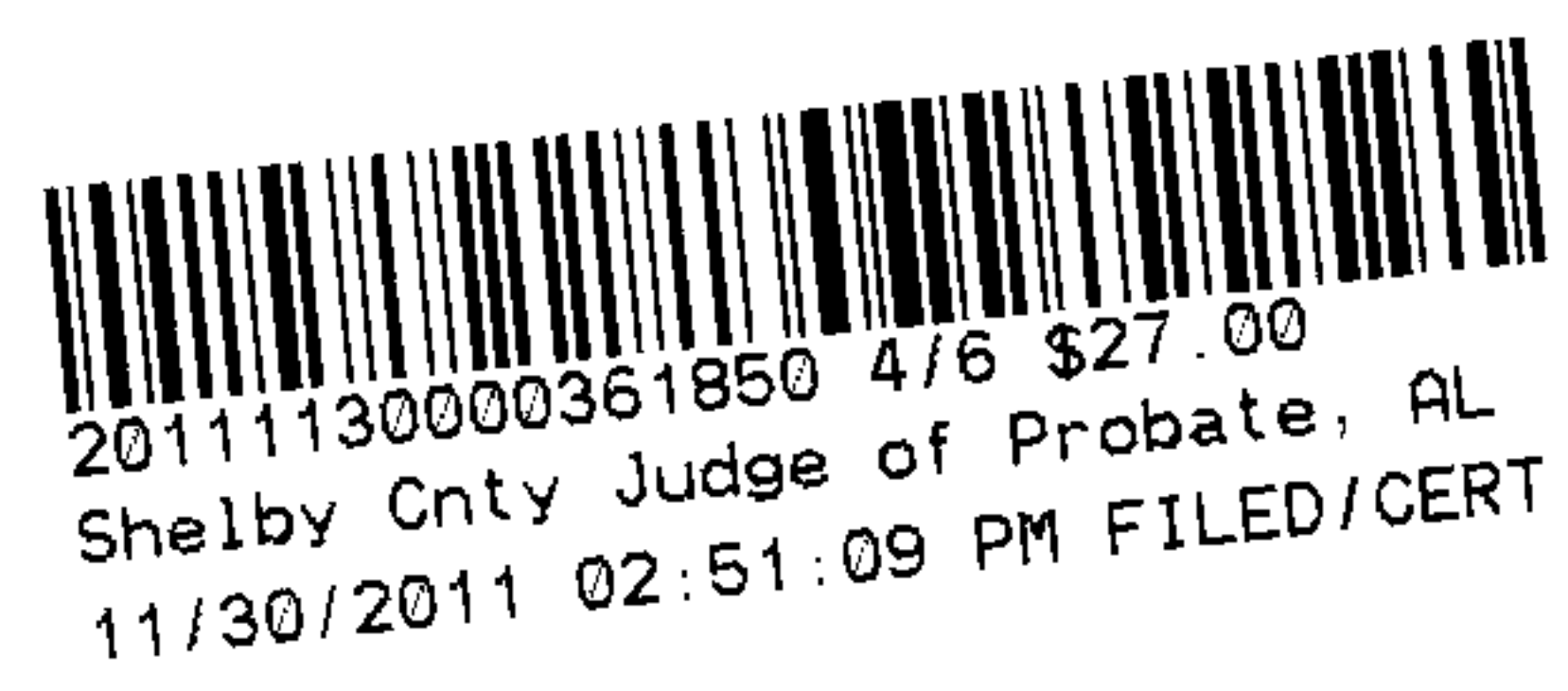
9. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective as against Lender, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

10. Upon a recorded cancellation, termination, or release of the Loan Documents by Lender, this Assignment shall automatically and without further documentation or action on the part of the parties hereto also be cancelled, terminated and released, and be of no further or future force and effect.

11. BORROWER AND LENDER EACH HEREBY WAIVE ITS RIGHT TO A TRIAL BY JURY REGARDING ANY DISPUTE UNDER THIS ASSIGNMENT.

12. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

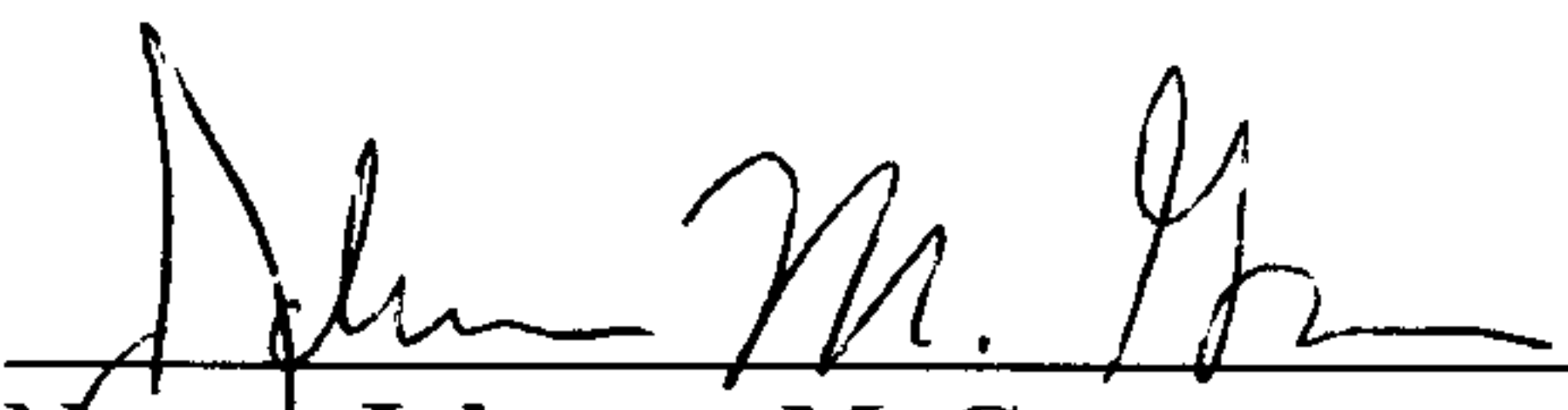
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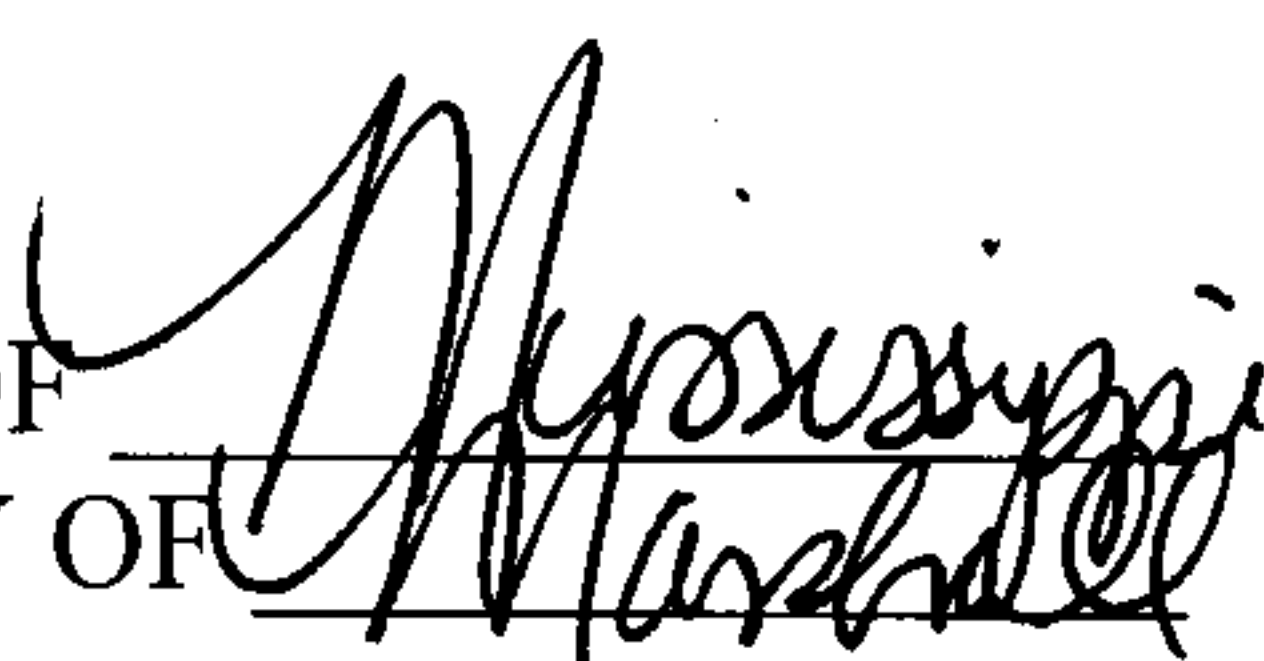
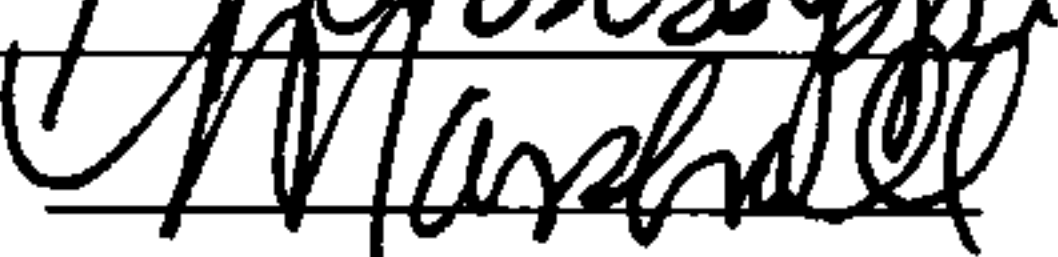


IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed by its duly authorized officer for and on its behalf as of the day and year first above written.

BORROWER:

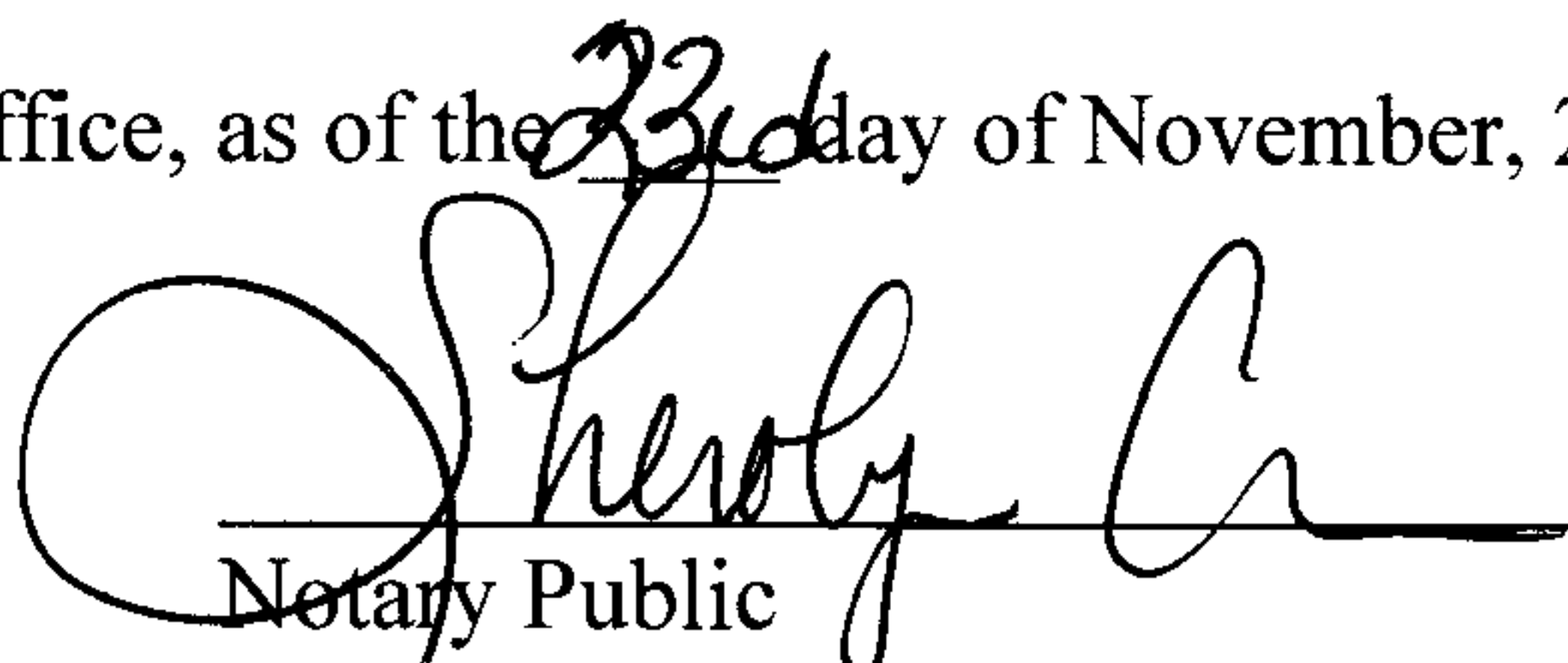
MADISON RUN RESOURCES, LLC

By: 
Name: **Johnson M. Green**
Title: **Manager**

STATE OF 
COUNTY OF 

Before me, the undersigned, a Notary Public of said County and State, personally appeared **JOHNSON M. GREEN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager (or other officer authorized to execute the instrument) of **MADISON RUN RESOURCES, LLC**, a Delaware limited liability company, the within named bargainor, and that he as such Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

Witness my hand and seal, at Office, as of the 23rd day of November, 2011.


Notary Public

My Commission Expires: _____




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Exhibit A

Property Description

A parcel of land located in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 12; thence North $89^{\circ}37'43''$ East along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 1,091.42 feet (map) to the point of beginning; thence continue along last described course a distance of 434.72 feet to a point on the Westerly right of way line of U.S. Highway No. 31 (200 feet right of way); thence North $25^{\circ}07'07''$ along said right of way line a distance of 496.98 feet to its intersection with Southerly right of way line of Welborn Street; thence North $89^{\circ}38'26''$ West along said Welborn Street right of way line a distance of 478.62 feet to a point lying on the centerline of abandoned Old Montgomery Highway Right of Way; thence along said centerline of abandoned Right of Way Line, South $20^{\circ}07'43''$ West a distance of 485.45 feet to the point of beginning.


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