

**AGREEMENT REGARDING SALE AND PURCHASE OF REAL ESTATE**

This Agreement made and entered into this 5<sup>th</sup> day of June, 1996, by and between Clyde H. Springer ("Springer"); Clyde H. Springer, Trustee for the Clyde H. Springer Trust dated December 15, 1992 ("Trustee") (Springer and Trustee collectively herein called "Seller"); Charles R. Pollan ("Ronnie"); and Edward L. Pollan ("Butch") (Ronnie and Butch collectively herein called "Purchaser").

**RECITALS:**

WHEREAS, Springer has an undivided 1/2 interest as tenant in common to the following described real estate (including all permanent improvements and/or fixtures thereon) located in the County of DeSoto, State of Mississippi containing 37.5 acres, more or less, and is which more particularly described in Exhibit "A" attached hereto and made a part hereof ("Tract A");

WHEREAS, Trustee owns the following described real estate (including all permanent improvements and/or fixtures thereon) located in the County of DeSoto, State of Mississippi containing 20 acres, more or less, and is which more particularly described in Exhibit "B" attached hereto and made a part hereof ("Tract B") (Tract A and Tract B collectively herein called the "Property");

WHEREAS, Springer desires to sell and Ronnie desires to purchase Springer's interest in Tract A;

WHEREAS, Trustee desires to sell and Butch desires to purchase Trustee's interest in Tract B;

WHEREAS, the parties hereto desire to set forth an agreement regarding the general terms of the sale and purchase of Tract A and Tract B.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. PURCHASE PRICE:** The total purchase price for the Property shall be Five Hundred Thousand and No/100ths Dollars (\$500,000.00), payable as follows: One Hundred Thousand and No/100ths Dollars (\$100,000.00) in cash, certified check or money order at closing and the remaining Four Hundred Thousand and No/100ths Dollars (\$400,000.00) in a purchase money note secured by deeds of trust pursuant to the terms and conditions set forth below.

**2. CONVEYANCE AND TITLE:** Seller covenants and agrees to sell and convey the Property, with all improvements and/or fixtures thereon, or cause it to be conveyed, by quit claim deed, to Purchaser as follows:

STATE MS. DESOTO CO. PA

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W.E. DAVIS CH. CLK.

- a. Springer shall convey by quit claim deed his 1/2 undivided interest as tenant in common in Tract A to Ronnie; and
- b. Trustee shall convey by quit claim deed Tract B to Butch.

Purchaser, however, shall not be released from any of Purchaser's agreements and undertakings as set forth herein, unless otherwise stated; and Purchaser hereby covenants and agrees to purchase and accept Property from the Seller, subject to and upon the terms and conditions set forth in this Agreement. Title is to be conveyed subject to all restrictions, covenants, easements and other matters of record and which are not of record. **Seller and Purchaser expressly agree and understand that no title examination shall be made on the Property.** Seller covenants that he has created no liens on the Property or any part thereof as of the date hereof except for that certain deed of trust by Butch in favor of Springer dated February 13, 1992. Seller makes no other representations or warranties concerning title to the Property or any part thereof. Evelyn I. Springer shall execute the quit claim deed to Tract A to convey any marital rights she may have in Tract A (it is understood that she does not join in any of the terms and conditions of this Agreement and is only joining this Agreement for the limited purposes stated herein).

**3. PURCHASE MONEY LOAN TERMS:** Purchaser agrees that at Closing they will execute a purchase money note in favor of the Trustee in the principal amount of Four Hundred Thousand and No/100ths Dollars (\$400,000.00) (the "Note") payable as follows: (a) interest at eight percent (8.00%) interest per annum commencing at Closing with payments due and payable on July 16, 1997 and thereafter each sixteenth (16th) day of July until maturity; (b) principal reduction payments of at least Ten Thousand and No/100ths Dollars (\$10,000.00) due and payable commencing on July 16, 1997 and thereafter each sixteenth (16th) day of July until maturity; and (c) a seven year, thirty-six day term commencing at Closing with principal and interest being due and payable in full on July 16, 2003 (A BALLOON PAYMENT IS DUE AND PAYABLE ON JULY 16, 2003). Said Note shall be secured by the following deeds of trust: (a) a deed of trust in Tract A in favor of Trustee executed by Purchaser and joined by Purchasers' respective spouses to convey any marital rights they may have in the Property; and (b) a deed of trust in Tract B in favor of Trustee executed by Butch and joined by his spouse to convey any marital rights she may have in the property (it is understood that the spouses will not join in any of the terms and conditions of the purchase money note, the deeds of trust or this Agreement and are only joining the deeds of trust for the limited purposes stated herein). The spouses are executing this Agreement for the purpose of agreeing to join the deeds of trust for the limited purposes stated herein. Seller may, but is under no obligation to, refinance at end of the seven year term. The purchase money note and deeds of trust shall contain such standard terms and conditions which are generally contained in such loan documents in the Shelby and DeSoto country areas.

**4. ASSIGNMENT OF SPRINGER'S INTEREST IN NOTE AND DEED OF TRUST TO TRUSTEE:** Springer hereby agrees to and does transfer, convey and assign to the Clyde H. Springer Trust dated December 15, 1992 all of his rights, title and interests under the Note and the deeds of trust described in section 3. Trustee hereby accepts the assignment evidenced

hereby and assumes and agrees to perform and comply with all covenants, agreements and conditions under said Note and deeds of trust. Trustee agrees to indemnify, defend and hold harmless Springer from and against any and all liabilities, claims, causes of action and expenses, including reasonable attorney's fees, arising out of said Note, said deeds of trust or the Property. In order to accomplish said assignment, the Note and the deeds of trust will be executed in favor of the Trustee. Ronnie, Butch and their respective spouses by their signature on this Agreement expressly consent to the assignment set forth herein of said Note and deeds of trust.

**5. SALE OR LEASING OF THE PROPERTY:** There shall be no sale or lease of any part of or of the entire Property without the prior written approval of the Seller, which approval shall not be unreasonably withheld. All net proceeds from any sale or leasing of the Property shall be used to pay down the principal amount due under the Note. Seller shall be under no obligation to release any parcel of the Property unless his prior written approval is given.

**6. RIGHT OF FIRST REFUSAL OF SELLER:** Seller shall have a right of first refusal regarding any sale or lease of the Property or any part thereof to any party. Seller shall have the right to purchase the portion of the Property being conveyed pursuant to the terms and conditions of any bona fide third party offer (the "Offer"). Purchaser shall give written notice of any Offer to Seller. Said notice shall contain the third party's full name and address; a statement of the portion of the Property to be purchased; and the total purchase price, the terms of payment thereof and all other terms and conditions of the Offer. Notwithstanding any provision in this Agreement to the contrary, no Offer by any third party shall be considered a bona fide offer unless such Offer fulfills all of the above conditions. Seller shall have thirty (30) days within which to notify the Purchaser of his decision to exercise his option to acquire or lease such portion of the Property (the "Seller's Period"). If the Seller elects not to exercise his option, then Purchaser shall have thirty (30) days to close on the sale of the portion of the Property; provided, however, that said portion of the Property is sold to the third party upon the terms and conditions in the Offer. If the Purchaser wishes to sell the Property or any part thereof on terms and conditions other than in the Offer or does not sell the Property or any part thereof within the obligated thirty (30) day period, Purchaser shall be obligated to give new notices and offers to the Seller pursuant to the terms contained within this section. Any sale, lease or transfer which does not meet the above conditions, shall be null and void and without effect.

**7. RIGHT OF FIRST REFUSAL OF PURCHASER REGARDING TRACT A:** If Seller shall not exercise his right of first refusal to any sale or purchase of any portion of the Property consisting of Tract A pursuant to the previous section, then either Purchaser shall have a right of first refusal regarding any sale or lease of Tract A or any part thereof to any party. The non-selling Purchaser shall have the right to purchase the portion of Tract A being conveyed pursuant to the terms and conditions of the Offer. The selling Purchaser shall give written notice to the non-selling Purchaser of the Offer at the same time notice is given to the Seller. Said notice shall contain the third person's full name and address; a statement of the portion of Tract A to be purchased; and the total purchase price, the terms of payment thereof and all other terms and conditions of the Offer. Notwithstanding any provision in this Agreement to the contrary, no Offer by any third party shall be considered a bona fide offer unless such Offer fulfills all of the

above conditions. The non-selling Purchaser shall have an additional fifteen (15) days from the end of the Seller's Period within which to notify the selling Purchaser of its decision to exercise its option to acquire or lease such portion of Tract A. If the non-selling Purchaser elects not to exercise his option, then the selling Purchaser shall have fifteen (15) days to close on the sale of the portion of Tract A; provided, however, that said portion of Tract A is sold to the third party upon the terms and conditions in the Offer. If the selling Purchaser wishes to sell Tract A or any part thereof on terms and conditions other than in the Offer or does not sell Tract A or any part thereof within the obligated fifteen (15) day period, Purchaser shall be obligated to give new notices and offers to the Seller and the non-selling Purchaser pursuant to the terms contained within the previous section and this section. Any sale, lease or transfer which does not meet the above conditions, shall be null and void and without effect.

**8. COVENANTS OF PURCHASER:** Purchaser hereby covenants to the following:

a. Purchaser will not in Purchaser's use of the Property dispose of or release oil, toxic or hazardous substances or solid wastes on the Property (the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", "Dispose" or "disposed" shall have the meanings specified in RCRA, except that if such acts are amended to broaden the meaning thereof, the broader meaning shall apply herein). Notwithstanding anything to the contrary herein, Purchaser, jointly and severally, shall indemnify and hold Seller harmless from and against any fines, charges, expenses, fees, attorney's fees and costs incurred by Seller in the event the Purchaser or the Property (whether or not due to any fault of Purchaser) is hereafter determined to be in violation of any environmental laws, rules or regulations applicable thereto, and this indemnity shall survive Closing, any foreclosure or deed in lieu of foreclosure.

b. Purchaser shall keep the Property and the buildings and all other improvements, either now standing on the Property or hereafter erected, continuously insured against the following:

i) Purchaser shall procure and maintain in effect hazard insurance insuring the improvements against fire, lightning, tornado, loss of rental, and all hazards covered by extended coverage and special extended coverage endorsements, in an amount not less than the full replacement value of the improvements as evidenced by a replacement cost endorsement.

ii) general public liability and broad form property damage insurance in the amount of One Million and No/100ths Dollars (\$1,000,000.00) and insuring against such risks as may be required by Seller.

All such insurance at all times will be in an insurance company or companies and on terms acceptable to Seller, with loss, if any, payable to Seller as its interest may appear,

and all such insurance policies shall contain a mortgagee clause which shall be satisfactory to Seller; and forthwith upon the issuance of such policies Purchaser will assign and deliver the same and all renewals thereof to Seller and will also deliver to Seller receipts for the premiums paid thereon. In the event of a foreclosure or the acceptance of a deed in lieu thereof, the new owner of the Property, including Seller, shall succeed to all of the rights of Purchaser, including any right to unearned premiums, in and to all policies of insurance with respect to the Property. Not less than thirty (30) days prior to the expiration date of each policy furnished pursuant to this paragraph, Purchaser will deliver to Seller a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Seller. Seller is hereby authorized and empowered to collect and receive the proceeds from any insurance policy or policies on the Property to which Purchaser is entitled. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Seller, instead of to Purchaser and Seller jointly. In case of loss under any such policy of insurance, Seller may apply the proceeds from such insurance to the payment of the indebtedness secured hereby.

**9. CANCELLATION OF PRIOR AGREEMENTS AND NOTES:** This Agreement supersedes all prior agreements, notes and deeds of trust between the parties regarding the Property or any part thereof. Any such agreements, notes and deeds of trust shall be cancelled at Closing. Any agreements, notes and deeds of trust executed by any third parties regarding the Property or any part thereof are not effected by this Agreement and remain in full force and effect.

**10. CLOSING, OCCUPANCY, AND ATTORNEYS:** The closing shall be on or around June 7, 1996 at the offices of Wyatt, Tarrant & Combs, 6075 Poplar Avenue, Suite 650, Memphis, Tennessee. The closing attorney for Seller shall be David R. Fern.

**11. PAYMENT OF EXPENSES:** Seller shall pay all real property taxes and insurance on the Property for the current year. Purchaser shall pay all recording fees for recording the deeds of trust and the deeds of conveyance. All attorney fees for document preparation and Closing shall be split and borne equally between the Seller and the Purchaser.

**12. PRORATIONS:** All taxes and insurance fees for the current year, if any, are not to be prorated and shall be paid by Seller at Closing (or adequate proof documenting such payment to be provided at Closing). Purchaser herein agrees to expressly assume real property taxes and insurance payments that may accrue on the Property after the date of closing. All insurance shall be transferred in the name of Purchaser as of Closing.

**13. BREACH OF AGREEMENT BY PURCHASER:** If this Agreement is breached by Purchaser or if Purchaser fails for any reason to complete the purchase of the Property in accordance with the terms set forth herein, then Seller shall have the right to: (a) cancel this Agreement, and upon such election, all attorney fees to date incurred shall be the responsibility of Purchaser; or (b) obtain all other remedies as allowed by law.

**14. BREACH OF AGREEMENT BY SELLER:** If this Agreement is breached by Seller or if Seller fails for any reason to complete the sale of the Property in accordance with the terms set forth herein, then Purchaser shall have the right to: (a) affirm this Agreement and enforce its specific performance; (b) cancel this Agreement; or (c) obtain all other remedies as allowed by law.

**15. COSTS TO ENFORCE AGREEMENT:** Should any party to this Agreement bring an action against any other party to this Agreement to enforce any claim under this Agreement, the Note or the deeds of trust, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney fees.

**16. ALL NECESSARY DOCUMENTATION:** The parties hereto agree to make, execute and deliver to the necessary parties such documents and papers as may be necessary or appropriate to effect the terms, conditions and intent of this Agreement.

**17. NO BROKERS OR AGENTS:** Seller and Purchaser both hereby certify there are no brokers or agents that are owed any commission in relation to the sale and purchase of the Property or any part thereof.

**18. HEADINGS:** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**19. SUCCESSORS AND ASSIGNS INCLUDED IN PARTIES:** Whenever in this Agreement one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such party shall be included and all covenants and agreements contained in this Agreement shall apply to, bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, as the case may be, whether so expressed or not.

**20. INVALID PROVISIONS TO AFFECT NO OTHERS:** If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

**21. SURVIVAL:** The terms and conditions of this Agreement shall survive the Closing and shall not merge into the quit claim deeds.

**22. COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

**23. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and cannot be changed except by written amendment signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

Clyde H. Springer  
Clyde H. Springer

Clyde H. Springer  
Clyde H. Springer, Trustee for the Clyde H. Springer Trust dated December 15, 1992

PURCHASER:

Charles R. Pollan  
Charles R. Pollan

Edward L. Pollan  
Edward L. Pollan

SPOUSES:

Evelyn I. Springer  
Evelyn I. Springer, wife of Clyde H. Springer

Carolyn W. Pollan  
Carolyn W. Pollan, wife of Edward L. Pollan

Vetra G. Pollan  
Vetra G. Pollan, wife of Charles R. Pollan

STATE OF Tenn  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 4<sup>th</sup> day of June, 1996, within my jurisdiction, the within named Clyde H. Springer and wife, Evelyn I. Springer, who acknowledged that they executed the above and foregoing instrument.

Matth R Sill  
Notary Public

My Commission Expires:  
3-30-99



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STATE OF Tenn  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 4<sup>th</sup> day of June, 1996, within my jurisdiction, the within named Clyde H. Springer, Trustee for the Clyde H. Springer Trust dated December 15, 1992, who acknowledged that he executed the above and foregoing instrument in his capacity as Trustee, after first having been duly authorized so to do.

Matth R Sill  
Notary Public

My Commission Expires:  
3-30-99



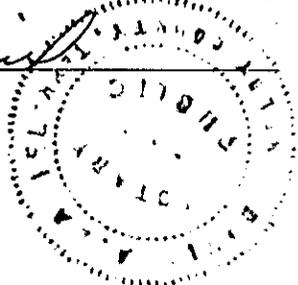
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STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 4<sup>th</sup> day of June, 1996, within my jurisdiction, the within named Charles R. Pollan and wife, Vetra G. Pollan, who acknowledged that they executed the above and foregoing instrument.

Hal G. Daniel  
Notary Public

My Commission Expires:  
My Commission Expires Sept. 1, 1997



STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 7 day of June, 1996, within my jurisdiction, the within named Edward L. Pollan and wife, Carolyn W. Pollan, who acknowledged that they executed the above and foregoing instrument.

[Signature]  
Notary Public



My Commission Expires:  
My Commission Expires Sept. 1, 1997

PREPARED BY AND RETURN TO:  
David R. Fern  
Wyatt, Tarrant & Combs  
P.O. Box 775000  
Memphis, TN 38177-5000  
Phone: 901-537-1000

EXHIBIT "A"Tract "A":

That part of the Northeast Quarter of Section Thirty Five (35), Township One (1) South, Range Eight (8) West, Desoto County, Mississippi, more particularly described as follows:

BEGINNING at an old iron pin at the southeast corner of said Northeast Quarter and running thence south 84 degrees 15 minutes west along the south line of said Northeast Quarter 2567 feet to an old iron pin in the east line of the right of way of United States Highway 51; thence north 7 degrees 20 minutes west with said Highway line 1498.5 feet to an iron pin; thence north 84 degrees 15 minutes east 2609 feet to an iron pin in the east line of Section 35; thence south 5 degrees 40 minutes east along said section line 1498.5 feet to the point of beginning; containing 89 acres, more or less. LESS AND EXCEPT that certain 50 acre tract conveyed by Deed of record in Deed Book 38, at page 346, in the office of the Chancery Clerk of Desoto County, Mississippi, and LESS AND EXCEPT that certain 1.35 acre tract conveyed by Deed of record in Deed Book 57, Page 285, also of record in said Clerk's office, AND LESS AND EXCEPT that certain one (1) acre tract conveyed to Darrell Simpson by warranty deed dated February 13, 1992, of record in Deed Book 242, at Page 675, in said Clerk's office.

EXHIBIT "B"Tract "B":

20 acres in the Northeast Quarter of Section 35, Township 1, Range 8 West, described as beginning at an iron pin, the intersection of the South line of said Northeast Quarter and the East right of way of U.S. Highway 51; thence continuing with the south line of said northeast quarter North 84 degrees 15 minutes East 1,281.41 feet to an iron pin; thence North 5 degrees 45 minutes West 675.6 feet to an iron pin; thence South 84 degrees 15 minutes West 1,297.62 feet to an old iron pin in the east line of U.S. Highway 51 thence with said East line South 7 degrees 08 minutes east 675.8 feet to the beginning, containing 20 acres of land as shown by the survey of Cooper and Cannon, C.E., dated August, 1964.