

PREPARED BY & RETURN TO:

DAVID F. LEAKE  
The Winchester Law Firm  
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Memphis, TN 38119

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STATE MS. - DESOTO CO.  
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W.E. DAVIS CH. CLK.

**RIGHT OF FIRST REFUSAL AGREEMENT**

THIS RIGHT OF FIRST REFUSAL is made and executed this 29th day of April, 2004, by and between ROME SHERROD II, MD (hereinafter "Seller"), and KSJM DEVELOPMENT COMPANY, INC, a Tennessee corporation (hereinafter "Purchaser").

WHEREAS, Purchaser has this date acquired from Seller 33.63 acres of Seller's 46.7 acre tract of Land described in **Exhibit "A"** attached hereto, pursuant to the parties agreement dated September 15, 2003, as amended by a First and Second Amendment.

WHEREAS, Seller is desirous of giving Purchaser a right of first refusal on the remainder of his property which is hereinafter referred to as the "Option Property", and which is more particularly described in **Exhibit "B"**, attached hereto.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In the event Seller shall, at any time subsequent to the execution hereof, but prior to **October 22, 2005**, elect to sell or lease all or any portion of the real property described on the attached Exhibit "B" ("Option Property") and shall have a bona fide offer for sale or lease from a third party unrelated to Seller which it is willing to accept, Seller hereby agrees to give Purchaser written notice of such offer and the terms and conditions thereof by delivering a copy of such bona fide offer to Purchaser. Purchaser shall hereafter have the right to purchase or lease the Option Property from Seller on the same terms and conditions as are contained in such bona fide offer of sale or lease. Upon receipt of a copy of such bona fide offer, Purchaser shall have fifteen (15) days from the receipt of such copy of such bona fide offer within which to notify Seller of its intention to purchase or lease the Option Property pursuant to same or better terms contained in the bona fide offer and to consummate the transaction with thirty (30) days thereafter. If Seller does not receive written notice from Purchaser of Purchaser's intention to purchase or lease the Option Property within the time specified, Seller shall be free to sell or lease the Option Property upon substantially the same terms and conditions specified in the bona fide written offer made by such third party. In the event Seller fails to consummate the sale or lease to a third party on the same material terms and conditions set forth in the bona fide offer given to Purchaser, within ninety (90) days from the date of the notice to Purchaser, this right of first refusal shall again become effective for the remainder of the original term. For purposes of this paragraph, the term "material terms and conditions" shall refer to the purchase price or rent (as the case may be) and the terms of payment relating thereto.

2. All notices, demands or other communications of any type given by Seller shall be void and of no effect unless given in accordance with the provisions of this paragraph 2. All notices shall be in writing and delivered to the person to whom the Notice is directed, either in person or by United States Mail, as a Registered or Certified item, Return Receipt Requested. Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, addressed, as follows:

To Purchaser: KSJM Development Company Inc.  
Attn: Kenneth Sledd  
9403 Old Plantation Cove  
Germantown, TN 38139

To Seller: Dr. Rome Sherrod II  
\_\_\_\_\_  
\_\_\_\_\_

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address.

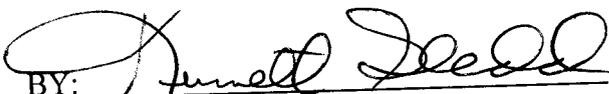
3. This Agreement shall be an encumbrance on the Option Property and shall run with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators and permitted assigns.

4. This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

5. This Agreement may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, signed by the party waiving such conditions or obligations.

IN WITNESS WHEREOF, this Right of First Refusal Agreement is executed by the parties hereto as of the date first above written.

SELLER:  
  
DR. ROME SHERROD II

PURCHASER:  
KSJM DEVELOPMENT COMPANY INC.  
BY:   
KENNETH SLEDD, PRESIDENT

STATE OF TENNESSEE  
COUNTY OF SHELBY

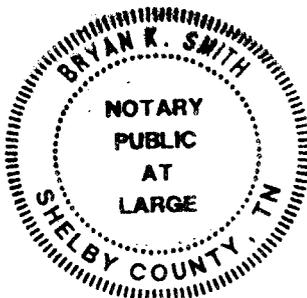
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared DR. ROME SHERROD II, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office, this 29 day of April, 2004.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-1-2004



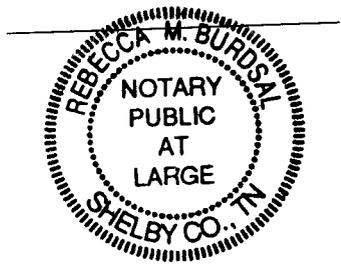
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared KENNETH SLEDD with whom I am personally acquainted and who, upon oath, acknowledged that he is the President of KSJM DEVELOPMENT COMPANY, INC., and as such President he is authorized to execute the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and Notarial Seal at office, this 29<sup>th</sup> day of April, 2004.

*Rebecca M. Burdall*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



My Comm. Exp. 6-21-2006

EXHIBIT "A"  
TO  
RIGHT OF FIRST REFUSAL AGREEMENT  
BY AND BETWEEN  
DR. ROME SHERROD II ("SELLER")  
AND  
KSJM DEVELOPMENT COMPANY, INC. ("PURCHASER")

THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATED AND BEING IN THE COUNTY OF DESOTO,  
STATE OF MISSISSIPPI, TO WIT:

Starting at a point 1952.36 feet south of the Northeast corner of Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as measured along the east line of said Section 28; thence go South 86 degrees 09' West 974.12 feet to the point of beginning of the herein described tract; thence South 5 degrees 09' East 1471.98 feet to a point on the north line of Country Oaks Subdivision; thence South 85 degrees 05' West along said north line 816.18 feet to a point; thence South 85 degrees 51' West 571.37 feet to a point; thence North 4 degrees 43' West 1466.85 feet to a point; thence North 85 degrees 06' 35" East 1272.57 feet to a point; thence North 86 degrees 09' East 103.83 feet to the Point of Beginning, thus describing a 46.72 acre tract, more or less.

EXHIBIT "B"

TO  
RIGHT OF FIRST REFUSAL AGREEMENT  
BY AND BETWEEN  
DR. ROME SHERROD II ("SELLER")  
AND  
KSJM DEVELOPMENT COMPANY, INC. ("PURCHASER")

THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATED AND BEING IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI, TO WIT:

Starting at a point 1952.36 feet south of the Northeast corner of Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as measured along the east line of said Section 28; thence go South 86 degrees 09' West 974.12 feet to the point of beginning of the herein described tract; thence South 5 degrees 09' East 1471.98 feet to a point on the north line of Country Oaks Subdivision; thence South 85 degrees 05' West along said north line 816.18 feet to a point; thence South 85 degrees 51' West 571.37 feet to a point; thence North 4 degrees 43' West 1466.85 feet to a point; thence North 85 degrees 06' 35" East 1272.57 feet to a point; thence North 86 degrees 09' East 103.83 feet to the Point of Beginning, thus describing a 46.72 acre tract, more or less.

**LESS AND EXCEPT : THE FOLLOWING DESCRIBED PARCELS I & II**

**PARCEL I**

A 23.00. MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST OF THE CHICKASAW MERIDIAN, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST OF THE CHICKASAW MERIDIAN; THENCE NORTH 00 MINUTES DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 578.06 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 937.83 FEET TO A 1/2" IRON PIPE (SET) IN THE SOUTH RIGHT OF WAY LINE OF PLUM POINT ROAD (80 FOOT RIGHT OF WAY), SAID IRON PIPE BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 01 DEGREES 11 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,446.87 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 1,397.80 FEET TO A 1/2" IRON PIPE (FOUND); THENCE NORTH 00 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 380.08 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST, A DISTANCE OF 948.71 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 01 DEGREES 11 MINUTES 01 SECONDS WEST, A DISTANCE OF 1,063.41 FEET TO A 1/2" IRON PIPE (SET) IN THE SOUTH RIGHT OF WAY LINE OF PLUM POINT ROAD; THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 15 MINUTES 06 SECONDS EAST, A DISTANCE OF 162.03 FEET TO A 1/2" IRON PIPE (SET); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 89 DEGREES 37 MINUTES 23 SECONDS EAST, A DISTANCE OF 280.82 FEET TO THE POINT OF BEGINNING, CONTAINING 23.00 MORE OR LESS, ACRES AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.

PARCEL II

LEGAL DESCRIPTION OF A 10.63, MORE OR LESS, ACRE TRACT OF LAND, BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 574.10 FEET AND SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1,380.66 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1, SOUTH RANGE 7 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 01 DEGREES 11 MINUTES 01 SECONDS EAST 1, 063.41 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS WEST 612.39 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 04 SECONDS WEST 145.90 FEET TO A POINT; THENCE NORTH 27 DEGREES 55 MINUTES 58 SECONDS WEST 166.72 FEET TO A POINT; THENCE NORTH 69 DEGREES 34 MINUTES 59 SECONDS EAST 152.82 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 14.54 FEET, A TANGENT OF 7.28 FEET AND A DELTA OF 04 DEGREES 45 MINUTES 42 SECONDS TO A POINT; THENCE NORTH 74 DEGREES 20 MINUTES 41 SECONDS EAST 50.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 48 MINUTES 59 SECONDS EAST 176.03 FEET TO A POINT; THENCE NORTH 01 DEGREES 11 MINUTES 01 SECONDS WEST 150.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 48 MINUTES 59 SECONDS WEST 30.00 FEET TO A POINT; THENCE NORTH 01 DEGREES 11 MINUTES 01 SECONDS WEST 380.15 FEET TO A POINT; THENCE NORTH 88 DEGREES 48 MINUTES 59 SECONDS EAST 31.50 FEET TO A POINT; THENCE NORTH 01 DEGREES 11 MINUTES 01 SECONDS WEST 150.97 FEET TO A POINT; THENCE NORTH 88 DEGREES 48 MINUTES 44 SECONDS EAST 85.39 FEET TO A POINT; THENCE NORTH 89 DEGREES 03 MINUTES 21 SECONDS EAST 233.11 FEET TO THE POINT OF BEGINNING CONTAINING 10.63, MORE OR LESS ACRES (462,934, MORE OR LESS, SQUARE FEET) OF LAND BEING SUBJECT TO ALL CODES, RULES AND REGULATIONS, SUBDIVISION COVENANTS, EASEMENTS AND RIGHTS OF WAY OF RECORD.