

INDEXING INSTRUCTIONS: Lot 5 of revised plat of Sutton Place Planned Unit Development recorded in Plat Book 46, Page 17, located in §26, T1S, R8W, DeSoto County, Mississippi

PREPARED BY

~~AND WHEN RECORDED MAIL TO:~~

Skadden, Arps, Slate, Meagher & Flom
Four Times Square
New York, NY 10036
Attention: Harvey R. Uris, Esq.
Telephone: 212-735-3000

RETURN TO:
LANDAMERICA
7557 RAMBLER RD., SUITE 1200
DALLAS, TX 75231
POST CLOSING DEPT.

P 11/22/06 11:05:05 pa
BK 117 PG 329 pa
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

The names, addresses and telephone numbers of the parties can be found in Section 7 of this Instrument

SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

(Lease To Deed of Trust)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made November 1, 2006, by and between FIGRYANH LLC, FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, and FIGRYANH-16 LLC, each a Delaware limited liability company ("Owner"), FIRE MOUNTAIN RESTAURANTS, LLC, a Delaware limited liability company ("Lessee") and GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation ("Lender").

RECITALS

A. Pursuant to the terms and provisions of a lease dated November 1, 2006 ("Lease"), Owner, as "Lessor", granted to Lessee a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference

LA1 843576v.1
McGlenchen Stafford PLLC
PO Box 22949
Irion Ms 39225

(which property, together with all improvements now or hereafter located on the property, is defined as the "Property").

- B. Owner has executed, or proposes to execute, a deed of trust with absolute assignment of leases and rents, security agreement and fixture filing ("Deed of Trust") securing, among other things, that certain A-1 Note and A-2 Note (collectively, the "Note") in the aggregate principal sum of ONE HUNDRED TWENTY SIX MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$126,500,000), dated November 1, 2006, in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan"). The Deed of Trust is to be recorded concurrently herewith.
- C. As a condition to making the Loan secured by the Deed of Trust, Lender requires that the Deed of Trust be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Deed of Trust.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Lessee hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION.** Owner and Lessee hereby agree that:
 - 1.1 **Prior Lien.** The Deed of Trust securing the Note in favor of Lender, all of the terms, covenants, provisions and conditions thereof, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
 - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
 - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Deed of Trust or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such

proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;

- 1.5 **Waiver, Relinquishment and Subordination.** Lessee intentionally and unconditionally waives, relinquishes and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.
3. **ESTOPPEL.** Lessee acknowledges and represents that:
 - 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral;
 - 3.2 **No Default.** To the best of Lessee's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
 - 3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Lease; and
 - 3.4 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows: (if none, state "None") Note.
4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the Beneficiary under the Deed of Trust:
 - 4.1 **Modification, Termination and Cancellation.** Lessee will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Lessor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
 - 4.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or

default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within thirty (30) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender with-in such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;

- 4.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and
- 4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Deed of Trust, and directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under the Loan and/or the Deed of Trust.
5. **ATTORNMEN**T. In the event of a foreclosure under the Deed of Trust, Lessee agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Lessor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Deed of Trust) as follows:
- 5.1 **Payment of Rent.** Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease;
- 5.2 **Continuation of Performance.** Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;
- 5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets, defenses or counterclaims which Lessee may have by reason of any act or omission of Lessor under the Lease, nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender; and
- 5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender, all of such obligations shall terminate as to Lender.

5.5 **Lender Not Bound or Liable.** Notwithstanding the continuation of the Lease or the attainment of Lessee thereunder, Lender shall not:

- (i) be liable for any act or omission of Lessor under the Lease;
- (ii) be bound by any modification of the Lease or by any previous prepayment of rent or additional rent made more than one (1) month prior to the date same was due which Lessee might have paid to Lessor, unless such modification or prepayment shall have been expressly approved in writing by Lender;
- (iii) be liable or obligated to comply with or fulfill any of the obligations of the Lessor under the Lease or any agreement relating thereto with respect to the construction of, or payment for, improvements on or above the Property (or any portion thereof), leasehold improvements, Lessee work letters and/or similar items (other than pursuant to the casualty/condemnation restoration provisions of the Lease to the extent of casualty proceeds or condemnation awards paid to the Lender or successor Lessor);
- (iv) be bound by any obligation to provide or pay for any services, repairs, maintenance or restoration provided for under the Lease arising prior to the date that Lender becomes the Lessor of Lessee (except to the extent of casualty proceeds or condemnation awards paid to Lender); or
- (v) be bound by any obligation to repair, replace, rebuild, or restore the Property or any part thereof, in the event of damage by fire or other casualty, or in the event of partial condemnation (other than pursuant to the casualty/condemnation restoration provisions of the Lease to the extent of casualty proceeds or condemnation awards paid to the Lender).

6. **NON-DISTURBANCE.** In the event of a foreclosure under the Deed of Trust, so long as there shall then exist no Event of Default on the part of Lessee under the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure and not joined in the foreclosure unless a necessary party, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property and any right of first refusal with respect to the Property.

7. **MISCELLANEOUS.**

7.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto; and

7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Lender appearing below:

“OWNER”

“LENDER”

FIGRYANH LLC, FIGRYANH-1 LLC,
FIGRYANH-2 LLC, FIGRYANH-3 LLC,
FIGRYANH-4 LLC, FIGRYANH-5 LLC,
FIGRYANH-6 LLC, FIGRYANH-7 LLC,
FIGRYANH-8 LLC, FIGRYANH-9 LLC,
FIGRYANH-10 LLC, FIGRYANH-11 LLC,
FIGRYANH-12 LLC, FIGRYANH-13 LLC,
FIGRYANH-14 LLC, FIGRYANH-15 LLC,
and FIGRYANH-16 LLC
c/o Drawbridge Special Opportunities Fund,
LP
1345 Avenue of the Americas, 46th Floor
New York, New York 10105

GERMAN AMERICAN CAPITAL
CORPORATION
60 Wall St.
New York, NY 10005
TEL NO. () -

TEL. NO. () -

Attn: Harvey R. Uris, Esq.

“LESSEE”

FIRE MOUNTAIN RESTAURANTS, LLC
c/o Buffet Holdings Inc.
1460 Buffet Way
Eagan, MN 55121
TEL. NO. () -

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

To the extent that the Lease shall entitle Lessee to notice of the existence of any mortgage and the identity of any mortgagee or any ground lessor, this Agreement

shall constitute such notice to Lessee with respect to the Deed of Trust and Lender.

Any notice required or permitted to be given by Lessee to Lessor shall be simultaneously given also to Lender. Performance by Lender shall satisfy any conditions of the Lease requiring performance by Lessor, and Lender shall have a reasonable time to complete such performance as provided in Paragraph 4.2 hereof; and

- 7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and
- 7.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and
- 7.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
8. **INCORPORATION.** Exhibit A and Lease Guarantor's Consent are attached hereto and incorporated herein by this reference.

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

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

(SIGNATURES AND ACKNOWLEDGMENTS FOLLOWING)

“OWNER”

FIGRYANH LLC,
a Delaware limited liability company
individually and on behalf of FIGRYANH-1 LLC,
FIGRYANH-2 LLC, FIGRYANH-3 LLC,
FIGRYANH-4 LLC, FIGRYANH-5 LLC,
FIGRYANH-6 LLC, FIGRYANH-7 LLC,
FIGRYANH-8 LLC, FIGRYANH-9 LLC,
FIGRYANH-10 LLC, FIGRYANH-11 LLC,
FIGRYANH-12 LLC, FIGRYANH-13 LLC,
FIGRYANH-14 LLC, FIGRYANH-15 LLC, and
FIGRYANH-16 LLC, each a Delaware limited
liability company, as its sole member

By: _____
Constantine M. Dakolias, Vice President

“LENDER”

GERMAN AMERICAN CAPITAL
CORPORATION,
a Maryland corporation

By: _____
Name: _____
Title: _____

“LESSEE”

FIRE MOUNTAIN RESTAURANTS, LLC,
a Delaware limited liability company,

By: RYAN’S RESTAURANT GROUP, INC.,
a South Carolina corporation
its sole member

By: _____
Damon Fraser, Vice President and
Assistant Secretary

(ACKNOWLEDGMENTS ON THE FOLLOWING PAGES)

ACKNOWLEDGMENTS

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of October, 2006, within my jurisdiction, the within named Constantine M. Dakolias, who acknowledged that he is, Vice President of FIGRYANH LLC, and on behalf of FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, and FIGRYANH-16 LLC, each a Delaware limited liability company, as their sole member, and that for and on behalf of the said limited liability companies, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

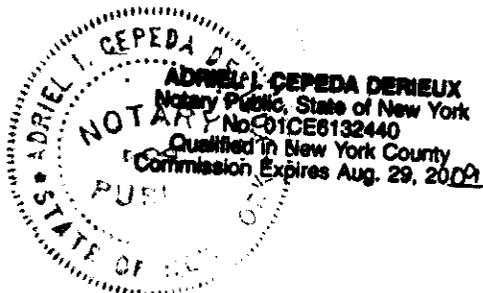


(NOTARY PUBLIC)

My commission expires:

Aug. 29, 2009

(Affix official seal, if applicable)



"LENDER"

GERMAN AMERICAN CAPITAL CORPORATION,
a Maryland corporation

By: [Signature]
Name: John K. Beacham
Title: Vice President

By: [Signature]
Name: Jeffrey E. Page
Title: Vice President

"LESSEE"

FIRE MOUNTAIN RESTAURANTS, LLC,
a Delaware limited liability company,

By: RYAN'S RESTAURANT GROUP, INC.,
a South Carolina corporation
its sole member

By: _____
Damon Fraser, Vice President and
Assistant Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of October, 2006, within my jurisdiction, the within named John Blawie, who acknowledged that (he) (she) is Vice President of German America Capital Corporation, a Maryland corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature] (NOTARY PUBLIC)
Susan Cho

My commission expires:

(Affix official seal, if applicable)

SUSAN CHO
NOTARY PUBLIC, State of New York
No. 01CH6132445
Qualified in New York County
Commission Expires Aug. 29, 2009

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of October, 2006, within my jurisdiction, the within named Jeffrey Paige, who acknowledged that (he) (she) is Vice President of German America Capital Corporation, a Maryland corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature] (NOTARY PUBLIC)
Susan Cho

My commission expires:

(Affix official seal, if applicable)

SUSAN CHO
NOTARY PUBLIC, State of New York
No. 01CH6132445
Qualified in New York County
Commission Expires Aug. 29, 2009

“OWNER”

FIGRYANH LLC,
a Delaware limited liability company
individually and on behalf of FIGRYANH-1 LLC,
FIGRYANH-2 LLC, FIGRYANH-3 LLC,
FIGRYANH-4 LLC, FIGRYANH-5 LLC,
FIGRYANH-6 LLC, FIGRYANH-7 LLC,
FIGRYANH-8 LLC, FIGRYANH-9 LLC,
FIGRYANH-10 LLC, FIGRYANH-11 LLC,
FIGRYANH-12 LLC, FIGRYANH-13 LLC,
FIGRYANH-14 LLC, FIGRYANH-15 LLC, and
FIGRYANH-16 LLC, each a Delaware limited
liability company, as its sole member

By: _____
Constantine M. Dakolias, Vice President

“LENDER”

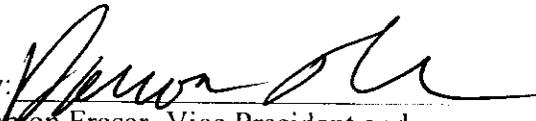
GERMAN AMERICAN CAPITAL
CORPORATION,
a Maryland corporation

By: _____
Name: _____
Title: _____

“LESSEE”

FIRE MOUNTAIN RESTAURANTS, LLC,
a Delaware limited liability company,

By: RYAN’S RESTAURANT GROUP, INC.,
a South Carolina corporation
its sole member

By: 
Damon Fraser, Vice President and
Assistant Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of October, 2006, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of German America Capital Corporation, a Maryland corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(NOTARY PUBLIC)

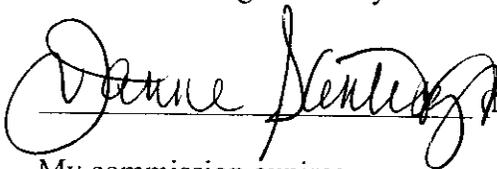
My commission expires:

(Affix official seal, if applicable)

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of October, 2006, within my jurisdiction, the within named Damon Fraser, who acknowledged that (he) (she) is Vice President and Assistant Secretary of Ryan's Restaurant Group, Inc., a South Carolina corporation, as sole member of FIRE MOUNTAIN RESTAURANTS, LLC, a Delaware limited liability company, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

 _____
(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)

JOANNE SANTIAGO
Notary Public, State of New York
No. 01SA6148814
Qualified in New York County
Commission Expires June 26, 2010

LEASE GUARANTOR'S CONSENT

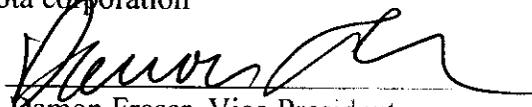
The undersigned ("Lease Guarantor") consents to the foregoing Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement and the transactions contemplated thereby and reaffirms its obligations under the lease guaranty ("Lease Guaranty") dated November 1, 2006. Lease Guarantor further reaffirms that its obligations under the Lease Guaranty are separate and distinct from Lessee's obligations.

AGREED:Dated as of: November 1, 2006

"LEASE GUARANTOR"

Buffets, Inc.,
a Minnesota corporation

By:


Damon Fraser, Vice President**(ACKNOWLEDGMENT ON THE FOLLOWING PAGE)**

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of October, 2006, within my jurisdiction, the within named Damon Fraser, who acknowledged that (he) (she) is Vice President of Buffets, Inc., a Minnesota corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Joanne Santiago (NOTARY PUBLIC)

JOANNE SANTIAGO
Notary Public, State of New York
No. 01SA6148814
Qualified in New York County
Commission Expires June 28, 2010

My commission expires:

(Affix official seal, if applicable)

INDEXING INSTRUCTIONS: The land subject to this instrument is located in the ___¹/₄ of
Section __, Township _____, Range _____, _____ Judicial District of _____
County, Mississippi.

Exhibit A

(See attached)

#324

PROPERTY IN SUTTON PLACE PLANNED UNIT DEVELOPMENT, PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, HORN LAKE, DESOTO COUNTY, MISSISSIPPI:

Being all of Lot 5 of revised plat of Sutton Place Planned Unit Development as now recorded in Plat Book 46, Page 17 at the Chancery Clerk's Office in DeSoto County, Mississippi, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road - Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to the Point of Beginning, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point being a found iron pin lying 80.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 66.51 feet to a point; thence N 00°13'27" W, a distance of 315.62 feet to a point; thence N 89°16'35" E, a distance of 305.04 feet to a point, said point being West line of the Roberson property as recorded in Book 135, Page 385 at said Clerk's office; thence S 00°38'38" E along the West line said Roberson property, a distance of 320.61 feet to the point of beginning and containing 98,010 square feet or 2.25 acres.

#324

Together with a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #1:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point lying 60.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 199.45 feet North to a found iron pin, said pin being 75.00 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a measured distance of 7.06 feet (called 7.50 feet) to a found iron pin, said pin being the Southeast corner of the open area of said subdivision; thence N 00°13'27" W along the East line of the open area, a measured distance of 200.01 feet (called 200.00 feet) to a point, said point being the South line of Lot 7 of said planned unit development thence S 89°16'35" W along the South line of Lot 7, a distance of 20.97 feet to the point of beginning, said point lying on the East line of Street 1 (75 foot right-of-way); thence along the East line of Street 1 with a curve to the right, having a 394.14 foot radius, an arc distance of 31.46 feet (chord N 16°45'54" E 31.45 feet) to a point; thence N 89°16'35" E, a distance of 19.71 feet to a point; thence S 86°24'30" E, a distance of 132.07 feet to a point; thence S 00°13'27" E, a distance of 30.07 feet to a point, said point being the North line of Lot 4 of the said planned unit development; thence N 86°24'38" W along the North line of Lot 4, a distance of 132.94 feet to a point; thence S 89°16'35" W continuing along the North line of Lot 4 and the North line of open area, a distance of 28.03 feet to the point of beginning and containing 4,200 square feet or 0.096 acres.

#324

Party of the first part reserves for itself, its successors, assigns, and tenants, a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #2:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a distance of 27.17 feet to the point of the beginning, said point lying 60.0 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a distance of 30.00 feet to a point; thence N 00°38'38" W, a distance of 320.61 feet to a point; thence N 89°16'35" E, a distance of 30.00 feet to a point; thence S 00°38'38" E, a distance of 320.61 feet to the point of beginning and containing 9,618 square feet or 0.221 acres.