

4/01/08 4:31:12  
BK 2,877 PG 764  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

P 4/01/08 4:27:10  
BK 125 PG 248  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY:  
GEORGE J. VAN OS  
ATTORNEY AT LAW  
3131 EASTSIDE ST., SUITE 105  
HOUSTON, TX 77098  
713-965-0375

## ASSUMPTION AND CORRECTION AGREEMENT

This Agreement ("Agreement") is made by and among **HCSC, L.P.** (hereinafter sometimes referred to as "Borrower"), a Tennessee limited partnership, acting herein by and through **H.C., LLC**, an Arkansas limited liability company, its sole and duly authorized General Partner, in turn acting herein by and through **DEVEREUX MANAGEMENT COMPANY**, an Arkansas corporation, its duly authorized Manager, in turn acting herein by and through **DEWITT H. SMITH, III**, its duly authorized President; **DEWITT H. SMITH, III** and **M. KENT BURGER** (such individuals being hereinafter sometimes collectively called "Prior Guarantor"); **ROSECREST** (hereinafter sometimes called "Assuming Party"), a Tennessee general partnership, acting herein by and through its duly authorized representative; and **MIDFIRST BANK**, a federally chartered savings association ("Lender").

### RECITALS

Borrower is the owner of the property (the "Mortgaged Property") described in that Land Deed of Trust, Security Agreement and Financing Statement (the "Deed of Trust") executed by Borrower to William A. Baskin, Trustee, recorded on June 13, 2003, in Book 1742, Page 225 in the Chancery Clerk's Office of the DeSoto County, Mississippi, and being further secured by that Assignment of Leases and Rents from Borrower to Lender, recorded on June 13, 2003, in Book 0099, Page 0031 in the Chancery Clerk's Office of DeSoto County, Mississippi, and by that Assignment of Leases and Rents from Prior Guarantor to Lender, recorded in Book 0099, Page 0054 in the Chancery Clerk's Office of DeSoto County, Mississippi, all of which documents were executed and delivered as security for the payment of a Promissory Note (the "Note"), dated effective May 14, 2003, executed by Borrower payable to the order of Lender in the original principal sum of \$4,250,000.00. The term "Loan Documents" for purposes hereof shall mean and include this document and all of the documents defined as "Loan Documents" in the Deed of Trust and in this Agreement and all other security agreements, pledge agreements, guaranty agreements and such other agreements and documents, and any amendments or supplements thereto or modifications thereof and any and all other documents related thereto or executed in connection therewith, previously executed or now or hereafter executed by Borrower, Prior Guarantor or Assuming Party, or any or all of such parties or by any other party or parties. Lender is the owner and

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holder of the Note, Deed of Trust, Assignment and all other Loan Documents. As used herein, all capitalized terms shall have the same meanings ascribed to them in the Deed of Trust unless expressly provided herein to the contrary.

Borrower desires to sell, transfer, and convey the Mortgaged Property to Assuming Party and Assuming Party is willing to assume all of the Borrower's obligations, including but not limited to repayment of the Note, created by or contained in the Note and the Loan Documents (all of which obligations, including repayment of the Note, are hereinafter referred to collectively as the "Obligations"). Lender is willing to consent to the conveyance of the Mortgaged Property to Assuming Party subject to all of the following qualifications and conditions as hereinafter set out.

#### AGREEMENT

For and in consideration of the consent by Lender to the conveyance by Borrower of the Mortgaged Property to Assuming Party and the other agreements contained herein, the parties hereto agree as follows:

1. The conveyance made the subject hereof is the one (1) Permitted Transfer allowed as set out and described in section 5.6.D. of the Deed of Trust.
2. The unpaid principal balance of the Note as of March 1, 2008, is \$3,974,997.50 with interest paid through February 29, 2008.
3. Borrower and Assuming Party agree that no default exists with respect to the Note and/or Loan Documents.
4. To the knowledge of Lender, no default exists with respect to the Note and/or Loan Documents.
5. Assuming Party hereby expressly assumes and agrees to pay and/or perform the Obligations under the Note and Loan Documents in accordance with their terms, and Assuming Party further expressly acknowledges the obligations in connection with any prepayment of the Note (whether voluntary or involuntary) to pay any applicable prepayment fee, charge or penalty required in connection therewith.
6. Lender consents to the conveyance of the Mortgaged Property to Assuming Party as required by the Deed of Trust. It is agreed that this consent is made solely for the benefit of the Assuming Party and Borrower and relates only to the conveyance of the

Mortgaged Property to Assuming Party. The consent and waiver granted in this Agreement shall not constitute a waiver by Lender of any of its rights under the Deed of Trust or of any of Lender's rights under the Loan Documents in the event of any other transfer.

7. Borrower and Assuming Party acknowledge that the Mortgaged Property shall remain subject to all provisions contained in the Deed of Trust and the other Loan Documents, and that nothing contained in this Agreement shall affect the lien priority of the Deed of Trust or the Loan Documents. Assuming Party agrees to be bound by all of the conditions and covenants contained in the Note and the Loan Documents.
8. The Borrower and Prior Guarantor are hereby released from all liability that any of such parties may have under the Note, the Deed of Trust, the Assignment, the Environmental Indemnity Agreement, any Limited Guaranty Agreement and any other Loan Documents which may have been executed by the Borrower and/or Prior Guarantor, provided that such release shall not apply:
  - (i) to any liability that any of such parties may have under the Environmental Indemnity Agreement dated of even date with the Note executed by Borrower and Prior Guarantor, and
  - (ii) to any liability imposed upon Prior Guarantor with respect to any environmental matters covered by section 2B(b)(vi) in the Limited Guaranty Agreement executed by Prior Guarantor,

if and to the extent any Hazardous Materials (as defined in the Environmental Indemnity Agreement) forming the basis for such liability were initially placed on in or under the Mortgaged Property before the date hereof. By way of example only, Borrower and Prior Guarantor shall remain responsible to the extent provided in such Loan Documents for any environmental contamination of the premises by Hazardous Materials (as defined in the Environmental Indemnity Agreement) that occurred prior to the date hereof even if the existence of such contamination is detected after the date hereof.

9. The Assuming Party agrees that its assumption of liability as set forth hereunder shall constitute a direct and primary liability on the Note and all of the Loan Documents and shall not be conditioned upon any obligation of Lender to first resort to enforcement of any remedies against the Borrower or any security given therefor.

10. The "Effective Date" of all of the Loan Documents is May 14, 2003, notwithstanding the fact that the Effective Date in any of such documents may have not been indicated or may be a different date.
11. The consent to the sale and transfer referred to herein shall not be deemed a consent or assignment by Lender to consent to any future sale, conveyance, mortgage, assignment or transfer of the Mortgaged Property.
12. Borrower and Assuming Party for themselves and all of their respective past and present joint venturers, partners, attorneys, agents, servants, associates, employees, successors, legal representatives and assigns, agree to and do hereby acquit and forever release and discharge Lender and its past, present and future directors, trustees, officers, shareholders, partners, attorneys, agents, servants, associates, employees, successors, legal representatives and assigns and each and all thereof, of and from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect which Borrower and/or Assuming Party and all of their respective past or present partners, attorneys, agents, servants, employees, successors, legal representatives or assigns ever had or claim to have against Lender and all of its past, present and future directors, trustees, officers, shareholders, partners, attorneys, agents, servants, associates, employees, successors, legal representatives and assigns for, upon or by reason of any matter, act or thing prior to the date of this Agreement. It is specifically understood and agreed that the release hereof is given in consideration for the consent of Lender to the conveyance by Borrower to Assuming Party and that the same does not constitute and shall not be construed as any admission of liability or fault whatsoever by Lender and there are no covenants, promises, undertakings or understandings in addition to the release as set forth herein other than as specifically set forth herein.
13. All references in the Loan Documents to the terms "Borrower," "Maker," "Grantor," "Debtor," "Indemnitor," "Assignor," or other any term used to refer to Borrower shall from and after the date of this Agreement mean and refer to Assuming Party.
14. Notwithstanding anything to the contrary contained in this Note, Assuming Party shall not be obligated to pay, and Lender shall not be entitled to charge, collect, receive, reserve, or take, interest (it being understood that "interest" shall be calculated as the aggregate of all charges which constitute interest under applicable law that are contracted for, charged, reserved, received, or paid) in excess of the Maximum Lawful Rate as defined in the Deed of Trust. During any period of time in which the

interest rates specified herein exceed the Maximum Lawful Rate, interest shall accrue and be payable at the Maximum Lawful Rate; provided that, if the interest rates decline below the Maximum Lawful Rate, interest shall continue to accrue and be payable at the Maximum Lawful Rate (so long as there remains any unpaid principal with respect to the loan evidenced hereby) until the interest that has been paid equals the amount of interest that would have been paid if interest had at all times accrued and been payable at the applicable interest rates specified herein. If, for any reason, Lender receives anything of value as interest or anything deemed interest by applicable law under this Note, any of the other Loan Documents, or otherwise that results in Lender receiving interest in an amount in excess of the Maximum Lawful Rate, then the amount of such excess shall be applied to the reduction of the principal amount owing hereunder or on account of any other indebtedness of Assuming Party to Lender, and not to the payment of interest. If, however, the amount of such excess exceeds the unpaid principal balance of all indebtedness of Assuming Party to Lender such amount shall be refunded to Assuming Party. In determining whether or not the interest paid or payable with respect to any indebtedness of Assuming Party to Lender exceeds the Maximum Lawful Rate, Assuming Party and Lender shall, to the maximum extent permitted by applicable law: (i) characterize any non-principal payment as an expense, fee or premium rather than as interest; (ii) exclude voluntary prepayments and the effects thereof; (iii) amortize, prorate, allocate and spread the total amount of interest throughout the actual term of such indebtedness so that it does not exceed the maximum amount permitted by applicable law; or (iv) allocate interest between portions of such indebtedness so that, to the greatest extent possible, no such portion shall bear interest at a rate greater than the maximum rate permitted by applicable law. For purposes of this Section, the term "applicable law" means the internal laws of the State of Mississippi, but, to the extent, contrary to the express intent of the parties, such choice of law is found to be inapplicable to this Note, then "applicable law" shall mean that law in effect from time to time and applicable to this loan transaction which lawfully permits the charging and collection of the maximum permissible, lawful, non-usurious rate of interest on such loan transaction and this Note, and, to the extent controlling, laws of the United States of America.

15. The Deed of Trust, the Assignment, and the liens, security interests and all other rights, titles and interests thereby created and all other liens, security interests and all other rights, titles and interests securing the payment of the Note are hereby ratified and confirmed in all respects. Borrower and Assuming Party hereby extend all liens, security interests and all other rights, titles and interests securing the Note until the indebtedness and the Note, have been fully paid and Borrower and Assuming Party further agree, subject to the preceding terms of this Agreement, that all terms and

provisions of said Note and of the instrument or instruments creating or fixing the liens, security interests and any other rights, titles and interests securing said Note shall be and remain in full force and effect as therein written, until the entire unpaid principal balance and all interest and other charges due under the terms of the Note, Deed of Trust and Assignment have been fully paid and Borrower and Assuming Party agree that any and all liens, security interests and any other rights, titles or interests which are presently held by any of them and which cover all or any portion of the Mortgaged Property or are in any manner related thereto are secondary, subordinate and inferior to the Note, Deed of Trust and Assignment, as modified herein and to any other liens, security interests and any other rights, titles and interests of Borrower and/or Assuming Party in the Mortgaged Property or any portion thereof or related thereto.

16. This Agreement and each and every part hereof shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each and every future holder of the Note, including the successors and assigns of the Lender.
17. Any right or remedy conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies available pursuant to the Note, the Deed of Trust, the Assignment, any other Loan Documents, and other security given for the payment of the Note and the performance of the Obligations, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under the aforementioned instruments. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but only by an instrument in writing executed by Lender.
18. A default in any of the terms and conditions contained herein shall constitute a default in the Note, Deed of Trust and all related documents.
19. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other remedy under this Agreement or the Note, Deed of Trust, Assignment, or any other Loan Document. A waiver on anyone occasion shall not be construed as a bar or waiver of such right or remedy on a future occasion.
20. Assuming Party warrants and represents that it has received a copy of the Note and the Loan Documents, and has read and understand the terms of all of those documents.

21. Borrower hereby transfers and assigns to Assuming Party all interest of Borrower in any trust funds, impounds and impound account funds, refunds or credits which may now or hereafter be held by Lender.
22. Although this Agreement was drafted by counsel for Lender, all parties hereto and their respective legal counsel have had full opportunity to review, negotiate, and approve the final form of this Agreement. Accordingly, in the event of any ambiguity in the construction or interpretation of any provision of this Agreement, no presumption shall be indulged in favor of any party hereto in the resolution of such ambiguity.
23. By executing the below, Borrower and Assuming Party agree to execute such other instruments or documents as may be necessary to preserve the continued vitality and effectiveness of the liens, security interests and all other rights, titles and interests evidenced by the Deed of Trust, Assignment, and all other documents securing payment of the Note.
24. Contemporaneously with the execution of this Agreement and as a condition to execution hereof by Lender, Assuming Party at its sole cost and expense, shall cause Chicago Title Insurance Company to issue to and in favor of Lender a Loan Policy of Title Insurance satisfactory in all respects to Lender in its sole discretion, insuring Lenders liens and security interests covering the Mortgaged Property as created by the Deed of Trust, and as assumed by this Agreement.
25. All notices or other communications required or permitted to be given hereunder or in any of the Loan Documents shall be in writing, addressed to the party to receive such notices at its address specified below. Notices may be sent: (i) by First Class United States Mail, postage prepaid, registered or certified with return receipt requested, (ii) through any reputable delivery service, or (iii) by personal delivery. Notice shall be deemed to have been received: (i) in the case of notice by certified or registered mail, the day such notice is deposited in a post office or official depository under the care and custody of the United States Postal Service and (ii) in the case of delivery by delivery service, on the basis of the delivery receipt from the delivery service. Notice may also be given in a manner other than as set forth above, but any such other notice shall be effective only if and when received by the addressee. Any party hereto shall have the right to change its address for notice hereunder by the giving of thirty (30) days notice to the other parties hereto in the manner set forth hereinabove. All such notices shall be addressed as follows:

**HCSC, L.P.**  
c/o Dewitt H. Smith, III  
1 Trout Farm  
Bella Vista, AR 72714

**DEWITT H. SMITH, III**  
1 Trout Farm  
Bella Vista, AR 72714

**M. KENT BURGER**  
60 Stonehenge Drive  
Bentonville, AR 72712

**ROSECREST**  
530 Oak Court Drive, Suite 260  
Memphis, TN 38117

**MIDFIRST BANK**  
MidFirst Plaza  
501 N.W. Grand Blvd., Suite 160  
Oklahoma City, OK 73118

26. Without waiving any rights with respect to any obligation to pay Lender's attorneys' fees hereafter or contemporaneously with the execution of this Agreement and as a condition to the assumption of the Note, Assuming Party shall pay to Lender all attorneys' fees and expenses resulting from the preparation of this Agreement.
27. The consent to the conveyance by Lender of the Mortgaged Property as set forth herein shall not be effective in any manner and shall not be binding in any manner upon Lender unless and until all of the parties hereto have executed this Agreement and a fully executed copy of this Agreement is in the possession of Lender.
28. **THIS WRITING CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENTS AMONG THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO REPRESENTATIONS, AGREEMENTS, ARRANGEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, AMONG THE PARTIES, RELATING TO THE SUBJECT**

**MATTER CONTAINED IN THIS AGREEMENT, THAT ARE NOT FULLY EXPRESSED IN THIS AGREEMENT.**

29. This document may be executed in multiple counterparts and using multiple signature pages, and shall be binding and enforceable at such time as each party has executed and delivered a counterpart of this document. The signature of any party to a counterpart of this document shall bind such party to the same extent as if all parties executed a single original hereof.
30. **THIS DOCUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MISSISSIPPI APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

**ALL PARTIES HERETO, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL:**

**(A) SUBMIT TO PERSONAL JURISDICTION IN THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED, OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT;**

**(B) AGREE THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY AND STATE, IN WHICH THE MORTGAGED PROPERTY IS LOCATED;**

**(C) SUBMIT TO THE JURISDICTION OF SUCH COURTS; AND**

**(D) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREE THAT THEY WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM).**

**(E) IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT ANY OF THEM MAY NOW OR**

HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

THIS WRITTEN AGREEMENT AND THE OTHER DOCUMENTS EXECUTED SUBSTANTIALLY CONTEMPORANEOUSLY WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

31. WAIVER OF JURY TRIAL. AFTER CONSULTATION WITH COUNSEL AND RECOGNIZING THAT ANY DISPUTE HEREUNDER WILL BE COMMERCIAL IN NATURE AND COMPLEX, AND IN ORDER TO MINIMIZE THE COSTS AND TIME INVOLVED IN ANY DISPUTE RESOLUTION PROCESS, ALL OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON THE NOTE, THIS INSTRUMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY OF THE OTHER LOAN DOCUMENTS, OR RESPECTING ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. EXCEPT AS PROHIBITED BY LAW, ALL OF THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER AND ASSUMING PARTY (i) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (ii) ACKNOWLEDGES THAT THE LENDER HAS BEEN INDUCED TO CONSENT TO THE TRANSFER AND ASSUMPTION REPRESENTED BY THIS DOCUMENT AND ANY OTHER LOAN DOCUMENTS AND ANY OTHER DOCUMENTS RELATED HERETO, OR ANY MODIFICATIONS THEREOF AS APPLICABLE, BY

**AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS OF  
THE PARTIES HERETO.**

Executed in multiple counterparts on the date set forth next to each signature set forth below, but the effective date hereof for all purposes is March 31, 2008.

**SIGNATURE PAGES TO FOLLOW**

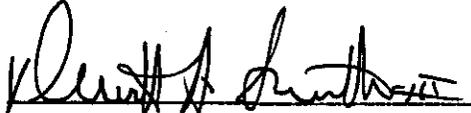
**BORROWER:**

**HCSC, L.P.**, a Tennessee limited partnership

By: **H.C., LLC**, an Arkansas limited liability company, its General Partner

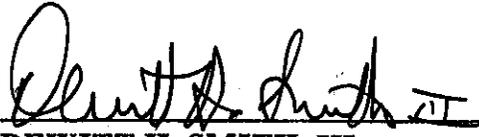
By: **DEVEREUX MANAGEMENT COMPANY**, an Arkansas corporation, its Manager

Date: \_\_\_\_\_

By:   
DEWITT H. SMITH, III, President

**PRIOR GUARANTOR:**

Date: \_\_\_\_\_

  
DEWITT H. SMITH, III

Date: \_\_\_\_\_

  
M. KENT BURGER

**ASSUMING PARTY:**

**ROSECREST**, a Tennessee general partnership

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**MICHAEL MCDONNELL**,  
Partner

**BORROWER:**

**HCSC, L.P.**, a Tennessee limited partnership

By: **H.C., LLC**, an Arkansas limited liability company, its General Partner

By: **DEVEREUX MANAGEMENT COMPANY**, an Arkansas corporation, its Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**DEWITT H. SMITH, III**, President

**PRIOR GUARANTOR:**

Date: \_\_\_\_\_

\_\_\_\_\_  
**DEWITT H. SMITH, III**

Date: \_\_\_\_\_

\_\_\_\_\_  
**M. KENT BURGER**

**ASSUMING PARTY:**

**ROSECREST**, a Tennessee general partnership

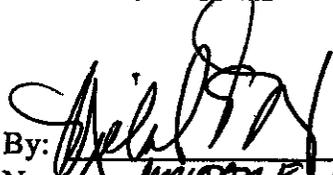
Date: \_\_\_\_\_ **3-24-08**

By: *Michael McDonnell*  
**MICHAEL MCDONNELL**,  
Partner

**LENDER:**

**MIDFIRST BANK**

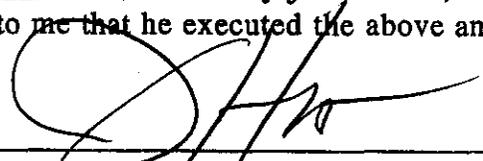
Date: 3/31/08

By:   
Name: MICHAEL MAUER  
Title: V.P.



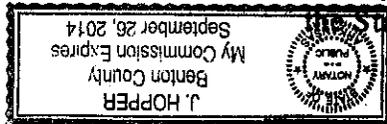
STATE OF Arkansas §  
COUNTY OF Benton §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28<sup>th</sup> day of March, 2008, within my jurisdiction, the within named M. Kent Burger, who acknowledged to me that he executed the above and foregoing instrument.



Notary Public in and for  
the State of Arkansas

My Commission expires:  
09-26-14



STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, within my jurisdiction, the within named Michael McDonnell, who acknowledged to me that he is the Partner of Rosecrest, a Tennessee general partnership, and as the act and deed of said general partnership, he executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

Notary Public in and for  
the State of \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_





## EXHIBIT A

Lots Five (5), Six (6) and Seven (7), Final Plat of Lots 5, 6, 7, Holiday Crossing, a Planned Unit Development, as shown on plat of record in Plat Book 72, Page 33 of the records of the Chancery Clerk's Office of DeSoto County, Mississippi being more particularly described as follows:

A 6.76 acre tract of land located in Section 26, Township 1 South, Range 6 West; Olive Branch, DeSoto County, Mississippi, also known as Lots 5, 6, and 7 of Holiday Crossing, a Planned Unit Development Plat Book 72, Page 33 and is further described as follows:

Commencing at the Northeast corner of the Southeast quarter of section 26, township 1 South, Range 6 West; thence South 00 degrees 00 minutes 00 Seconds West 1817.09 feet to a point; thence South 90 degrees 00 minutes 00 seconds West 143.40 feet to a iron pin found also being the point of Beginning (also being North 03 degrees 37 minutes 15 seconds East 828.97 feet from the centerline intersection of right of way of Goodman Road Bypass and New Hacks cross Road); thence S.09°40'17"W., a distance of 50.31 feet to a iron pin found; thence N.88°34'21"W., a distance of 276.77 feet iron pin found; thence S.01°25'39"W., a distance of 398.08 feet 1/2" rebar found; thence S.88°34'21"E., a distance of 220.79 feet 1/2" rebar found; thence around a curve to the left having a radius of 2924.79', delta angle of 00 degrees 59 minutes 09 seconds, chord distance 50.32', chord bearing South 07 degrees 45 minutes 13 seconds West, and a length 50.32 feet to a 1/2" rebar found; thence N.88°34'21"W., a distance of 250.09 feet to a chisel mark found; thence S.05°30'09"W., a distance of 192.39 feet to a 1/2" rebar found; thence along a curve to the right having a radius of 3694.72 feet, delta angle of 04 degrees 45 minutes 13 seconds, chord distance 306.44 feet, chord bearing North 61 degrees 24 minutes 57 seconds West, and a length of 306.53 feet to a iron pin found; thence N.00°21'32"E., a distance of 766.46 feet to a iron pin found; thence S.89°11'22"E., a distance of 210.55 feet to a 1/2" rebar found; thence S.88°34'21"E. a distance of 124.94 feet to a 1/2" rebar found; thence S.01°25'39"W., a distance of 218.50 feet to a iron pin found; thence S.88°32'07"E., a distance of 283.97 feet to the POINT OF BEGINNING.  
Containing 294,727.22 square feet or 6.7660 acres, more or less.

END OF DESCRIPTION.