

Prepared by and Return to:
Bourland, Heflin, Alvarez & Minor, PLC
5400 Poplar Avenue, Suite 100
Memphis, Tennessee 38119
(901) 683-3526

MISSISSIPPI DEED OF TRUST AND SECURITY AGREEMENT
(INCLUDING FUTURE ADVANCES)

This Deed of Trust (the "Deed of Trust"), made and entered into as of this 10th day of May, 2005, by and among VDS DEVELOPMENT, LLC, a Tennessee limited liability company (the "Grantor"); LANCELOT L. MINOR, III or DUDLEY B. BRIDGFORTH (the "Trustee"); and ENTERPRISE NATIONAL BANK, a national banking association ("Bank" or the "Beneficiary").

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, the Grantor does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto the Trustee, and the successors and assigns of the Trustee, in trust, the real estate (said real property together with the Improvements, herein defined, being herein called the "Mortgaged Property") situated and being in DeSoto County, Mississippi, more particularly described in Exhibit "A" attached hereto and made a part hereof as fully and particularly as if set out herein verbatim, together with:

- (1) All the improvements now on or which may be hereafter placed on said land during the existence of this lien; and
- (2) All the income, rents, issues and profits arising therefrom and for the use thereof, including, but not limited to, insurance proceeds and condemnation awards, and all ledgers, books of accounts and records relating thereto;
- (3) All machinery, appliances, materials, equipment, furnishings or other property whatsoever now or hereafter acquired, installed or to be installed and used or to be used in and about the building or buildings on said land, including, but not being limited to, all building materials and supplies, heating, plumbing, electrical, lighting, water heating, cooking, refrigerating, incinerating, ventilating and air-conditioning equipment, storm doors and windows, floor coverings, awnings, window coverings, smoke detectors, fire extinguisher systems and property of like nature, all of which property and things are hereby declared to be permanent accessions to the freehold and part of the realty conveyed herein (the property described in the foregoing paragraph (1) and this paragraph (3) being sometimes herein called the "Improvements"); and
- (4) Any contract for services to the Mortgaged Property, including, without limitation, any management agreement for the operation of same.

TO HAVE AND TO HOLD, the aforescribed Mortgaged Property, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all rights of homestead, unto the said Trustee, its successors in trust and assigns, in fee simple forever; and the said Grantor does hereby covenant with the said Trustee, its successors in trust and assigns, that Grantor is lawfully seized in fee of the estate described in Exhibit "A" attached hereto, that Grantor has a good right to sell and convey the same; that the same is unencumbered; and that the title and quiet possession thereto Grantor will and Grantor's successors shall warrant and forever defend against the lawful claims of all persons.

BUT THIS IS A TRUST DEED, and is made for the following uses and purposes, and none other; that is to say, Grantor is justly indebted to Bank or the holder of the note hereinafter mentioned (Bank or such holder being hereinafter sometimes called the "Beneficiary"), in the principal sum of ONE MILLION TWO HUNDRED ONE THOUSAND FIVE HUNDRED FORTY-THREE and No/100 Dollars (\$1,201,543.00), evidenced by that certain promissory note ("Note") of even date herewith, bearing interest at the rate specified therein, said Note being payable in accordance with the terms of the Note, but in no event later than the maturity date set forth in the Note, i.e., May 1, 2010. All of the Note is incorporated herein by reference. The obligations secured hereby include FUTURE ADVANCES and all advances hereunder will be made for commercial purposes. If Grantor shall pay all existing and future indebtedness due by Grantor to Beneficiary under the provisions of this Deed of Trust promptly when due and shall perform all covenants made by Grantor, then this conveyance shall be void and of no effect.

AS FURTHER SECURITY, Grantor hereby pledges, assigns and grants to Beneficiary a continuing security interest in the property (the "Personal Property") described in Exhibit "B" attached hereto and incorporated herein by reference.

Grantor desires to secure and make certain the payment of the Note, and any and all renewals, modifications and extensions thereof, in whole or in part and also the payment and performance of the other Obligations, as hereinafter defined.

NOW, THEREFORE, so long as any part of the Obligations shall remain unpaid or unperformed, Grantor covenants, agrees, represents and warrants as follows:

ARTICLE 1. OBLIGATIONS DEFINED

The following obligations of the Grantor are hereinafter collectively called the "Obligations":

1.1 Note. Payment of the indebtedness (and interest thereon) evidenced and to be evidenced by the Note, and of any and all renewals, modifications and extensions thereof, in whole or in part, including all future advances;

1.2 Loan and Security Documents. Payment of all amounts and performance of all terms, conditions and provisions under and pursuant to that certain Construction/Development Loan Agreement of even date herewith between Borrower and Beneficiary (the "Loan Agreement") and

any and all other loan and security agreements, documents, instruments and otherwise between Borrower and Beneficiary pertaining to the Obligations.

1.3 Deed of Trust. Payment of all sums advanced by Beneficiary to or for the benefit of Grantor contemplated hereby and performance of all obligations and covenants herein contained, including, without limitation, any amounts advanced to protect the trust estate and security interests herein granted and all attorneys' fees, court costs, and expenses of whatever kind incident thereto or to the collection of the indebtedness and obligations hereby secured and/or enforcement of the liens and security interests herein granted; and

1.4 Other Indebtedness. Payment of all other indebtedness arising under or in connection with this Deed of Trust, the Note, or any other instrument or document now or at any time evidencing, securing or guaranteeing the same (collectively the "Loan Documents"), of whatever kind or character, now owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness are evidenced by note, endorsement, surety agreement, guaranty or otherwise.

ARTICLE 2. COVENANTS AND AGREEMENTS AS TO MORTGAGED PROPERTY

Grantor does hereby covenant, warrant and represent to and agree with Beneficiary as follows:

2.1 Payment and Performance. Grantor shall make all payments on the indebtedness evidenced by the Note when due and shall punctually and properly perform all of Grantor's other Obligations.

2.2 Insurance. Grantor shall, at its sole cost and expense, obtain and maintain insurance on the Mortgaged Property and Personal Property in accordance with the Loan Agreement. All required insurance policies shall provide for not less than thirty (30) days' prior written notice to the Beneficiary of any cancellation, termination, or material amendment thereto. Any language contained in the printed policies which relieves the insurance carrier from responsibility to Beneficiary in the event such carrier fails to provide such notice must be deleted. Grantor will cause all policies of hazard insurance to be payable to Beneficiary pursuant to a standard mortgagee clause acceptable to Beneficiary; and Grantor will cause all liability insurance policies to name Beneficiary as "mortgagee" and as an "additional insured". No additional insurance shall be carried upon the Improvements and Personal Property which would impair the benefits payable under the policies. Grantor will deposit said policy or policies of insurance with the Beneficiary as further security for the Obligations until the Obligations are paid in full, no responsibility for the approval or maintenance of any insurance (required to be maintained pursuant hereto) being imposed upon Beneficiary or the Trustee. In the event of damage to or destruction of the Improvements and/or Personal Property by fire or other casualty, the net proceeds of the insurance shall be applied upon the Obligations in such manner as the Beneficiary may elect; or, at the option of the Beneficiary, such proceeds may be released to Grantor to be used to restore such property to its former condition. Any insurance policies furnished the Beneficiary shall become its property in the event the

Beneficiary becomes the owner of the Mortgaged Property by foreclosure or otherwise. The Beneficiary is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies, and to collect and receive the proceeds from any such policy or policies.

2.3 Taxes and Assessments. Grantor will promptly pay when due all taxes, assessments, levies, dues and charges of every type or nature assessed against the Mortgaged Property or the Personal Property, and any claim, lien or encumbrance against the Mortgaged Property or the Personal Property which may be or become prior to the lien of this Deed of Trust, except for liens against which, if requested by Beneficiary, Grantor has established reserves satisfactory to Beneficiary.

2.4 Deposit of Taxes and Insurance Premiums. To further secure the payment of taxes, assessments and other sums referred to in Paragraph 2.3 hereof and the premiums on the insurance referred to in Paragraph 2.2 hereof, Grantor will deposit with the Beneficiary monthly, on the due date of each installment under the Note, such amounts as, in the estimation of Beneficiary, shall be necessary to pay such charges as they become due, and the deposits will be held by Beneficiary in a non-interest bearing account and used by Beneficiary to pay current taxes and assessments, insurance premiums and other charges on the Mortgaged Property as the same accrue and are payable. Payment from said sums for said purposes shall be made by Beneficiary as the taxes, assessments and insurance premiums shall become due and may be made even though such payments will benefit subsequent owners of the Mortgaged Property. PROVIDED, HOWEVER, the deposit of insurance premium escrows is hereby waived by Beneficiary unless and until the Borrower shall fail to pay the insurance premiums or shall have failed to provide evidence of such insurance when requested by Beneficiary each as required herein. Said deposits shall not be, nor be deemed to be, trust funds, but may be, to the extent permitted by applicable law, commingled with the general funds of Beneficiary. If said deposits are insufficient to pay the taxes and assessments, insurance premiums and other charges in full as the same become payable, Grantor will deposit with Beneficiary such additional sum or sums as may be required in order for Beneficiary to pay such taxes and assessments, insurance premiums and other charges in full. Upon a default in the provisions of this Deed of Trust or the Note, or any instrument evidencing, securing or in any way related to the Obligations, Beneficiary may, at its option, apply any such funds deposited with the Beneficiary to the payment of the Obligations, including payment of interest, principal and late fees on the Obligations, and including legal or other expenses related to the Obligations, in such manner as Beneficiary may elect, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by the Beneficiary as herein provided, nor shall any application be deemed to affect any right or remedy of the Beneficiary hereunder or under any statute or rule of law.

2.5 Taxes on Deed of Trust. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon the Note, any of the Obligations, or this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, or any part thereof, Grantor shall immediately pay all such taxes; provided that, if it is unlawful for Grantor to pay such taxes, Beneficiary may pay such taxes and Grantor shall reimburse Beneficiary for such payment in full within ten (10) calendar days after notice; provided, further, that if it shall be unlawful for Grantor

either to pay such taxes or to reimburse Beneficiary therefor, or if such payment or reimbursement would be usurious, Grantor shall not be required to make such payment or reimbursement, but at Beneficiary's option, the Obligations shall thereupon be immediately due and payable.

2.6 Eminent Domain. Grantor hereby transfers, sets over, and assigns to Beneficiary all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but not required, in behalf and in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and reasonable attorney's fees, on the Obligations secured hereby, whether due or not, in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released to the Grantor or other party lawfully entitled thereto.

2.7 Repair, Waste, Alterations, Etc. Grantor shall keep every part of the Mortgaged Property and the Personal Property in good operating order, repair and condition and shall not commit or permit any removal or waste thereof, normal wear and tear excepted. Grantor shall not remove or demolish or alter the design or structural character of any Improvements now or hereafter erected upon the Mortgaged Property without the prior written consent of Beneficiary unless such removal, demolition or alteration is contemplated and permitted by the Loan Documents. Grantor shall promptly make all necessary repairs, renewals and replacements to the Mortgaged Property and the Personal Property.

2.8 Advances by Beneficiary to Protect Collateral. If the Grantor shall default in paying taxes, maintaining insurance or making repairs, the Beneficiary may, at its discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and make repairs, and protect and preserve the Mortgaged Property and Personal Property, and such amounts so paid shall be treated as part of the expenses of administering this trust, shall be repaid by Grantor on demand with interest at the Default Rate (hereinafter defined), and shall be secured by the lien hereof. However, the making of any such payment by Beneficiary shall not be construed as a waiver of any default of Grantor.

2.9 No Mechanic's Liens. Grantor shall discharge all claims for labor performed and material furnished to the Mortgaged Property, and shall not suffer any lien of mechanics or materialmen to be filed against any part of the Mortgaged Property. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument.

2.10 Protection and Priority of Lien. Grantor shall not do anything or suffer or permit anything to be done whereby the lien and security interest of this Deed of Trust could be impaired. Grantor shall pay such reasonable expenses and fees as may be necessary in the protection of the Mortgaged Property and Personal Property and the maintenance and execution of liens and security interests herein granted. Grantor and Beneficiary hereby stipulate and agree that any agreement

hereafter made by Grantor and Beneficiary pursuant to or regarding this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

2.11 Compliance with Laws. Grantor, the Mortgaged Property, the Personal Property, and the use thereof by Grantor currently comply and shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Grantor or the Mortgaged Property and its use including, without limitation, zoning, environmental, and ecological requirements. Grantor will not suffer or permit any violation thereof; and Grantor shall pay all fees or charges of any kind in connection therewith.

2.12 Further Assurances. Grantor, upon the request of Beneficiary, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of this instrument and the other Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation any renewals, additions, substitutions, replacements, improvements or appurtenances to the Mortgaged Property or the Personal Property.

2.13 Inspection of Premises. Until the Obligations shall have been fully paid and satisfied, Beneficiary and its agents shall have the right at all reasonable times to inspect the Mortgaged Property, the Personal Property and the other security for the Obligations, and all applicable books and financial records relating thereto.

2.14 Due on Sale or Encumbrance. Grantor hereby acknowledges to Beneficiary that (a) the identity and expertise of Grantor were and continue to be material circumstances upon which the Beneficiary has relied in connection with, and which constitute valuable consideration to Beneficiary for, the extending to Grantor of the loan evidenced by the Note, and (b) any change in such identity or expertise could materially impair or jeopardize the security granted to Beneficiary by this Deed of Trust, for the payment of the Obligations. Grantor therefore covenants and agrees with Beneficiary that Beneficiary may declare the loan evidenced by the Note to be in default:

(a) If Grantor makes, or attempts to make, any assignment or sale or transfer of its interest in the Mortgaged Property (or any part thereof) or should Grantor consent to the filing of any lien or instrument securing any financing or debt on the Mortgaged Property (or any part thereof). The loan evidenced by the Note will be due on sale of the Mortgaged Property (or any part thereof) or placing of the encumbrance on the Mortgaged Property (or any part thereof).

(b) If Grantor or any partners or successors in title of Grantor should convey the Mortgaged Property (or any part thereof) or any interest therein to any other party without first obtaining written consent of Beneficiary, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the Mortgaged Property or any part thereof, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment fee to which Beneficiary would be entitled

were the Grantor desiring to pay off the indebtedness secured by the Mortgaged Property in advance, shall become immediately due and payable at the option of Beneficiary.

2.15 Books, Records and Accounts; Financial Covenants. Grantor shall keep and maintain or shall cause to be kept and maintained at Grantor's cost and expense, and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property and in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property. Beneficiary, by Beneficiary's agents, accountants and attorneys, shall have the right from time to time to examine such books, records and accounts at the office of Grantor or such other person or entity maintaining such books, records and accounts, to make such copies of extracts thereof as Beneficiary shall desire, and to discuss Grantor's affairs, finances and accounts with Grantor and with the officers and principals of Grantor, at such reasonable times as may be requested by Beneficiary.

2.16 No Homestead. Grantor covenants and warrants that no part of the Mortgaged Property now constitutes or has ever constituted his homestead.

2.17 Applicable to Prior Liens. If this Deed of Trust is or becomes subordinate to any other lien, security interest, assignment of leases or rents or any other encumbrance affecting any of the Mortgaged Property (collectively, the "Prior Liens") the provisions of this Section shall apply. Grantor shall not enter into any renewal, extension, modification, increase or refinancing of any instrument or document (collectively the "Prior Lien Documents") which creates, evidences or governs any such Prior Lien or the indebtedness secured thereby without the prior written consent of Beneficiary. Grantor shall pay when due all indebtedness evidenced and secured by the Prior Lien Documents and shall timely perform all other obligations of the Grantor under the Prior Lien Documents. Beneficiary may, but shall not be obligated to, pay any such indebtedness or perform any such obligations for the account of Grantor and any sum so expended plus interest shall be secured hereby. Grantor shall pay to Beneficiary on demand all amounts so expended by Beneficiary with interest on such amounts at the Default Rate (hereinafter defined). Grantor shall send to Beneficiary a copy of each notice of default or notice of acceleration or other notice received by Grantor from the holder of any of the Prior Lien Documents within three (3) business days after receipt thereof by Grantor. Notwithstanding the foregoing, Beneficiary does not consent to any Prior Lien unless otherwise expressly permitted in this Deed of Trust.

ARTICLE 3. SECURITY AGREEMENT

3.1 Security Interest. This Deed of Trust shall be a security agreement between Grantor, as debtor, and Beneficiary, as secured party, respecting the Personal Property, and Grantor grants to Beneficiary a security interest in such Personal Property (described in Exhibit "B" hereto). In addition to Beneficiary's other rights hereunder, Beneficiary shall have all rights of secured parties under the Uniform Commercial Code as adopted in Mississippi (hereinafter called the "Code"). Grantor shall execute and deliver to Beneficiary all financing statements that may be required by Beneficiary to establish and maintain the validity and priority of Beneficiary's security interest, and

Grantor shall bear all costs thereof, including all Code searches reasonably required by Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the Trustee may sell the Personal Property as provided in Article V hereof. This Deed of Trust is supplemental to, and not in derogation of, any separate or more specific security agreement(s) between Grantor and Beneficiary. Notwithstanding any provision of this agreement or in any other agreement with Beneficiary, the Beneficiary shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

3.2 Representations and Warranties. The Grantor represents and warrants as follows:

(a) Grantor's principal place of business and chief executive office is set forth in the first paragraph of this Deed of Trust.

(b) The Grantor owns and, with respect to any Personal Property hereafter acquired, will own the Personal Property free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Deed of Trust, and no effective financing statement or other instrument similar in effect covering all or any part of the Personal Property is on file in any recording office except such as may have been filed in favor of Beneficiary relating to this Deed of Trust; Grantor has not and, with respect to Personal Property hereafter acquired, will not acquire any of the Personal Property under any conditional sales contract or other agreement or arrangement where the seller thereof purports to take or reserve a security interest therein, provided that with the written consent of Beneficiary, Grantor may acquire additional Personal Property ("Additional Personal Property") which does not replace, restore or otherwise repair existing Personal Property under a conditional sales contract or other agreement or arrangement granting the seller thereof a security interest therein (with the determination of whether such Personal Property is Additional Personal Property to be within the sole discretion of the Beneficiary); Grantor has the right to encumber the Personal Property and to grant a security interest therein to Beneficiary; and Grantor will forever warrant and defend the security interest of Beneficiary against the lawful claims of all persons.

3.3 Covenants as to the Personal Property. So long as any of the Obligations shall remain outstanding, unless Beneficiary shall otherwise consent in writing:

(a) Notice of Changes. Grantor shall give advance notice in writing to Beneficiary of any change or proposed change in Grantor's name, address, identity, or structure and shall execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any of the Personal Property described or referred to herein.

(b) Further Assurances. Grantor will at Grantor's expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further

action that Beneficiary deems necessary or desirable or that Beneficiary may request in order (i) to perfect and protect the security interest created or purported to be created hereby; (ii) to enable Beneficiary to exercise and enforce its rights and remedies hereunder in respect of the Personal Property; or (iii) to otherwise effect the purposes of this Deed of Trust, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as Beneficiary deems necessary or desirable or that Beneficiary may request in order to perfect and preserve the security interest created or purported to be created hereby; (B) furnishing to Beneficiary from time to time statements and schedules further identifying and describing the Personal Property and such other reports in connection with the Personal Property as Beneficiary may reasonably request, all in reasonable detail.

(c) Location of Property. Grantor will at all times keep all of the Personal Property on the Mortgaged Property.

(d) Financing Statements. The Grantor hereby authorizes Beneficiary to file, without execution by the Grantor where permitted by law, one or more financing or continuation statements, amendments thereto, relating to the Personal Property.

(e) Care and Custody. The powers conferred on Beneficiary hereunder are solely to protect its interest in the Personal Property and shall not impose any duty upon it to exercise any such powers. Except for the accounting for monies actually received by it hereunder, Beneficiary shall have no duty as to any Personal Property, the preservation or protection of the same or the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Personal Property.

ARTICLE 4. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

4.1 Failure to Pay Obligations. If Grantor shall fail to pay any part of the Obligations, whether principal or interest, promptly when the same becomes due, or if the Grantor shall fail to pay any sum necessary to satisfy and discharge taxes and assessments promptly when due, or to maintain insurance or repairs, or the necessary expense of protecting the Mortgaged Property or the Personal Property and executing this trust; or

4.2 Nonperformance of Covenants. If there shall occur any default in Grantor's covenants, warranties, agreements, liabilities, obligations and undertakings as contained in this Deed of Trust between Grantor and Beneficiary, the Commitment Letter between Grantor, Guarantors and Beneficiary, the Note, the Loan Agreement or contained in any other instrument which now or hereafter secures the Obligations; or

4.3 Default Under Other Liens. If any of the Mortgaged Property or the Personal Property be levied upon or attached by any legal process, or if there shall occur any default under

or with respect to any Prior Lien, or if the holder of any lien or security interest on the Mortgaged Property or the Personal Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

4.4 Bankruptcy or Insolvency. If Grantor, any permitted successor or assign, or any guarantor of any of the Obligations, shall voluntarily become a party to any insolvency, bankruptcy, composition or reorganization procedure, or make any assignment for the benefit of creditors; or if any involuntary bankruptcy, insolvency, composition, or other reorganization proceedings be filed against Grantor, any permitted successor or assign, or any guarantor of the Obligations, and the same shall not be dismissed within thirty (30) calendar days after the commencement of any such involuntary proceedings; or

4.5 Abandonment. If Grantor abandons any material portion of the Mortgaged Property;
or

4.6 Grant of Easement, etc. If Grantor or any other owner in fee of any of the Mortgaged Property grants any easement or dedication, files any plat, condominium declaration or restriction, or enters into any lease, with respect to the Mortgaged Property, unless such action is authorized by the Loan Documents or is otherwise consented to in writing by Beneficiary; or

4.7 False Representation. If any statement, representation or warranty in the Loan Documents, any financial statement or any other writing delivered to Beneficiary in connection with the Obligations is false, misleading or erroneous in any material respect; or

4.8 Grantor's Default Under Leases. If Grantor shall default in any of Grantor's covenants, obligations and undertakings under any of the Leases and shall fail to cure said default within the time, if any, permitted by any of such Leases for cure thereof.

ARTICLE 5. REMEDIES

If an Event or Default shall occur, Beneficiary may exercise any one or more of the following remedies:

5.1 Acceleration. Beneficiary may declare the entire Obligations, principal and interest, immediately due and payable without notice or demand, the same being hereby expressly waived.

5.2 Enforcement of Assignment of Rents and Leases. Beneficiary may exercise any of its remedies under the Assignment of Rents and Leases executed by Grantor of even date herewith.

5.3 Power of Sale.

(a) If Grantor shall be in default as provided in Article IV, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Beneficiary, be and become at once due and payable without notice to Grantor, and Trustee shall, at the request

of Beneficiary, sell the Mortgaged Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash. Sale of the Mortgaged Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Mortgaged Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original Grantor in this Deed of Trust. Grantor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Mortgaged Property herein conveyed as a whole, regardless of how it is described.

(b) If the Mortgaged Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the Mortgaged Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Grantor and Beneficiary. Should Beneficiary be a corporation or an unincorporated association, then any officer thereof may declare Grantor to be in default as provided in Article IV and request Trustee to sell the Mortgaged Property. Beneficiary shall have the same right to purchase the Mortgaged Property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

(c) From the proceeds of the sale, Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the indebtedness due Beneficiary by Grantor, including accrued interest and reasonable attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Grantor.

5.4 Sale of Personal Property. At the request of the Beneficiary, the Trustee shall sell the Personal Property concurrently with and in conjunction with a sale of the Mortgaged Property. Grantor stipulates and agrees that a sale of the Personal Property in conjunction with the Mortgaged Property is a commercially reasonable manner of disposing of the Personal Property. Alternatively, Beneficiary may sell or otherwise dispose of the Personal Property separately and apart from the Mortgaged Property in the time and manner provided by the Code. To the extent that the Code shall require prior notice of sale or other disposition of the Personal Property, five (5) calendar days' written notice shall be deemed to be reasonable notice. Beneficiary also may (a) require the Grantor to, and the Grantor hereby agrees that Grantor will at Grantor's expense and upon request of the Beneficiary forthwith, assemble all or part of the Personal Property as directed by Beneficiary and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to the parties; and (b) sell the Personal Property or any part thereof in one or more parcels at public or private sale for cash or credit or for future delivery, and at such price or prices and upon such other terms as Beneficiary may deem commercially reasonable. Beneficiary shall not be obligated to make any sale of the Personal Property regardless of notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

5.5 Judicial and Other Relief. Beneficiary or Trustee may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property or the Personal Property under the judgment or decree of any court or courts of competent jurisdiction.

5.6 Entry on Mortgaged Property: Tenancy at Will.

(a) Beneficiary may enter into and upon and take possession of all or any part of the Mortgaged Property, and may exclude Grantor, and all persons claiming under Grantor, and its agents or servants, wholly or partly therefrom; and, holding the same, Beneficiary may use, administer, manage, operate and control the Mortgaged Property and may exercise all rights and powers of Grantor in the name, place and stead of Grantor, or otherwise, as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

(b) In the event of a trustee's or other foreclosure sale hereunder and if at the time of such sale Grantor or any other party (other than a tenant under a Lease as to which the Beneficiary shall have expressly subordinated the lien of this Deed of Trust in a written instrument) occupies the portion of the Mortgaged Property so sold or any part thereof, such occupant shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of such purchaser, at a reasonable rental per day based upon the value of the portion of the Mortgaged Property so occupied (but not less than any rental theretofore paid by such tenant, computed on a daily basis). An action of forcible detainer shall lie if any such tenant holds over after a demand in writing for possession of such portion of the Mortgaged Property.

5.7 Receiver. Beneficiary may make application to a court of competent jurisdiction, as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, for appointment of a receiver of the Mortgaged Property, and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all necessary and proper powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court.

5.8 Beneficiary's Right to Perform. Upon Grantor's failure to make a payment or perform an act required by the Loan Documents, then at any time thereafter, and without notice to or demand upon Grantor and without waiving or releasing any other right, remedy or recourse, Beneficiary may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Grantor, and shall have the right to enter upon the Mortgaged Property for such purpose and to take all such action as Beneficiary may deem necessary or appropriate.

5.9 Remedies Cumulative, Concurrent, and Nonexclusive. If the Obligations are now or hereafter further secured by chattel mortgages, deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other security, Beneficiary may, at its option, exhaust its remedies under any one or more of said instruments and this Deed of Trust, either concurrently or independently, and in such order as Beneficiary may determine. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available to it at law or equity (including, without limitation, those granted by the Code), and same (a) shall be cumulative, concurrent, and nonexclusive, (b) may be pursued separately, successively or concurrently against Grantor or others obligated for the Obligations, or any part thereof or against any one or more of them, or against the Mortgaged Property or the Personal Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

ARTICLE 6. TRUSTEES

6.1 Action by Trustee. The Trustee named herein shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of the Mortgaged Property. In the event that the substitution of a Trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient; however, more than one Trustee may be named. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

6.2 Employment of Agents. The Trustee, or any one acting in his stead, shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. The Trustee may rely on any document believed by him in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon.

6.3 Indemnification of Trustee. If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Trustee or Beneficiary under this Deed of Trust, the Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by him or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

6.4 Successor Trustee. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the

Beneficiary, the Beneficiary is authorized, either in its own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

ARTICLE 7.
MISCELLANEOUS

7.1 Waiver of Marshalling and Certain Rights. To the extent that Grantor may lawfully do so, Grantor hereby expressly waives any right pertaining to the marshalling of assets or marshalling of liens, the equity of redemption, any statutory or common law right of redemption, homestead, dower, curtesy, marital share, and all other exemptions, or other matter which might defeat, reduce or affect the right of Beneficiary to sell the Mortgaged Property or the Personal Property for the collection of the Obligations, or the right of Beneficiary to the payment of the Obligations out of the proceeds of the Rents and Leases, in preference to every other person and claimant. Any Grantor herein who has any right or possibility of dower, curtesy or homestead in or to the Mortgaged Property described herein, or any part of it, for the consideration herein set forth, does hereby release and relinquish all of his or her right or possibility of dower, curtesy and homestead in and to said Mortgaged Property and all parts thereof, and all other marital rights.

7.2 Waiver of Impairment of Recourse Defenses. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for the payment or performance of any of the Obligations, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time, and from time to time, either before or after the maturity of the Note, and without notice or consent:

- (a) Release any person liable for payment or performance of all or any part of the Obligations;
- (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Obligations (without limit as to the number of such extensions or the period or periods thereof), or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
- (c) Exercise or refrain from exercising any right Beneficiary might have;
- (d) Accept additional security of any kind;
- (e) Release or otherwise deal with any property, real or personal, securing the Obligations, including all or any part of the Mortgaged Property herein described; or

(f) Elect, by instrument duly recorded in the Office of the Recorder of the County where the Mortgaged Property is located, to have and make the lien hereof prior, paramount and superior to, or, alternatively, junior, subordinate and inferior to, any lease of all or any part of the Mortgaged Property and whether or not such lease is dated, executed or recorded before or after this Deed of Trust.

Furthermore, the failure of the Beneficiary to perfect any lien granted herein or in any other Loan Document, to take any action to obtain payment or performance of the Obligations or to exercise any rights or remedies available hereunder shall not relieve Grantor or any other person from liability for the payment or performance of the Obligations nor effect a discharge of the lien, security interest or assignment herein granted; it being intended that all "impairment of recourse" and "impairment of collateral" defenses are hereby waived.

7.3 No Waiver. No waiver by the Trustee or the Beneficiary shall be construed as a waiver of a subsequent similar default or any other default by the Grantor. No delay by Beneficiary or by the Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No failure of Beneficiary to exercise any option herein given to declare the maturity of the Obligations hereby secured, no forbearance by Beneficiary after the exercise of such option, and no withdrawal or abandonment of foreclosure proceedings by the Beneficiary after the exercise of such option, shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present, or future default on the part of the Grantor. Acceptance by Beneficiary of partial payments shall not constitute a waiver of the default by failure to make full payments.

7.4 Beneficiary's Consent. Except as otherwise expressly provided herein, in any instance hereunder where Beneficiary's approval or consent is required or the exercise of Beneficiary's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Beneficiary, and Beneficiary shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment. Beneficiary may consult with legal counsel, and the written advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

7.5 Appointment of Attorney. Grantor hereby irrevocably appoints Beneficiary its attorney-in-fact, coupled with an interest, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Beneficiary's discretion, to take any action and to execute any instrument which Beneficiary may deem necessary or advisable to accomplish the purposes of this Deed of Trust, including, without limitation (a) to obtain and adjust insurance required to be maintained pursuant to the provisions of this Deed of Trust; (b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for monies due and to become due in respect of any of the Mortgaged Property, the Leases or the Personal Property; (c) to receive, endorse, and collect any drafts or other instruments, documents, and chattel paper in connection with clause (a) or (b) above; (d) to appear in any action concerning any of the Leases; and (e) to file any claims or take any action or institute any proceedings which

Beneficiary may deem necessary or desirable for the collection of any of the Rents or the Personal Property or any amounts otherwise due in connection with the Mortgaged Property or the Personal Property, or otherwise to enforce the rights of Beneficiary with respect to the Mortgaged Property, the Leases and Rents and the Personal Property. Grantor hereby ratifies and approves all acts of said attorney; and so long as the attorney acts in good faith it shall have no liability to Grantor for any act or omission as such attorney.

7.6 Estoppel Certificate. At the request of the Beneficiary, Grantor shall furnish promptly a written statement or affidavit, in such form as may be required by Beneficiary, confirming the unpaid balance of the Obligations, the date to which interest has been paid and that there are no offsets to or defenses against any payment or performance of the Obligations or, if there are any such offsets or defenses, specifying them.

7.7 Expenses of Beneficiary. The Grantor will upon demand pay to the Beneficiary the amount of any and all costs and expenses, including without limitation all fees and disbursements of the Beneficiary's counsel and of any experts and agents, which Beneficiary may incur in connection with (a) the preparation and recording of this Deed of Trust and the financing statements to be filed to perfect the security interests granted herein, (b) the administration of this Deed of Trust, (c) the sale of, collection from, or other realization upon the Mortgaged Property, the Rents and Leases and the Personal Property; (d) the exercise or enforcement of any of the rights of Beneficiary hereunder; or (e) the failure of Grantor to perform or observe any of the provisions hereof.

7.8 Indemnification. The Grantor agrees to indemnify and hold the Beneficiary harmless from and against any and all claims, losses, and liabilities arising out of or resulting from this Deed of Trust and the assignment of rents and leases and the grant of security interests contained herein (including, without limitation, enforcement of this Deed of Trust), except claims, losses, or liabilities resulting solely and directly from the Beneficiary's gross negligence or willful misconduct.

7.9 Default Rate. If Beneficiary shall expend any money chargeable to Grantor or subject to reimbursement by Grantor under the terms of this Deed of Trust or any of the other Loan Documents, Grantor shall repay the same to Beneficiary immediately at the place where payments under the Note are payable, together with interest thereon from the date due (or, if there is no specified due date, from the date of demand therefor by Beneficiary) until paid at a rate (herein the "Default Rate") equal to the maximum rate of interest allowed by applicable law.

7.10 Subrogation. To the extent that proceeds of the Obligations are used to pay any outstanding lien, charge or encumbrance affecting the Mortgaged Property (including, without limiting the generality of the foregoing, any Prior Lien) and Beneficiary shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record; provided, however, that the terms and provisions hereof shall govern the rights and remedies of Beneficiary and, to the extent permitted by law without impairing any of Beneficiary's rights of subrogation, shall supersede the terms, provisions, rights, and remedies under the lien or liens to which Beneficiary is subrogated hereunder.

7.11 Payment in Full. If the Grantor shall pay and perform all of the Obligations promptly when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and perform repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, and shall comply with all of the covenants, terms and conditions of the Note and this Deed of Trust, and any other instrument which also now or hereafter secures the Obligations secured hereby, then this conveyance shall become void, the Trustee shall reconvey by quitclaim the Mortgaged Property herein described at expense of the Grantor, and the Beneficiary shall execute and deliver to Grantor, at Grantor's request, such documents as may be necessary to evidence the termination of the security interests and assignments herein granted.

7.12 No Partnership. Nothing contained in this Deed of Trust is intended to create any partnership, joint venture or association between Grantor and Beneficiary, or in any way make Beneficiary a co-principal with Grantor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

7.13 Headings, Use of Terms. The article, paragraph and subparagraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such articles, paragraphs or subparagraphs. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The term "Grantor" shall include in their individual capacities and jointly all parties hereinabove named a Grantor. The term "Beneficiary" shall include any lawful owner, holder, pledgee, or assignee of any of the Obligations. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and each Grantor, if more than one, and each Grantor's heirs, personal representatives, successors and assigns.

7.14 Severability. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective while this Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Deed of Trust a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Obligations shall be construed to be unsecured, the unsecured portion of the Obligations shall be completely paid prior to the payment of the secured portion of such Obligations, and all payments made on account of the Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligations.

7.15 Burden and Benefit. This Deed of Trust shall be binding on Grantor, its successors and assigns, and shall inure to the benefit of the Beneficiary and Trustee and their respective successors and assigns.

7.16 Notice of Default. Beneficiary shall at all times give Grantor prompt written notice of any occurrence which constitutes an event of default or breach of the terms, conditions, and covenants of its obligations under this Deed of Trust. Notice as provided for herein shall be deemed properly given by Beneficiary to Grantor if delivered in person, sent by recognized overnight courier

service, or mailed by the Beneficiary by Certified U. S. Mail, return receipt requested, to Grantor at the address set forth in the first paragraph of this Deed of Trust.

7.17 Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Tennessee, except with respect to foreclosure hereof which shall be governed by and construed in accordance with the laws of the State of Mississippi.

7.18 Greater Estate. In the event that Grantor is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Mortgaged Property and/or Personal Property and, prior to the satisfaction of the Obligation and the cancellation of this Deed of Trust of record, Grantor obtains a greater estate or interest in such portion of the Mortgaged Property and/or Personal Property, then, such greater estate or interest shall automatically and without further action of any kind on the part of Grantor be and become subject to the lien of this Deed of Trust.

7.19 Replacement of Note. Upon receipt of evidence reasonably satisfactory to Grantor of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft, or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Grantor or, in the case of any such mutilation, upon surrender and cancellation of the Note, Grantor at Beneficiary's expense will execute and deliver, in lieu thereof, a replacement note, identical in form and substance to the Note and dated as of the date of the Note, and upon such execution and delivery all references in this Deed of Trust to the Note shall be deemed to refer to such replacement note.

7.20 Assignment. This Deed of Trust is assignable by Beneficiary and any assignment hereof by Beneficiary shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Beneficiary.

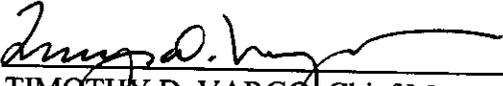
7.21 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Grantor under this Deed of Trust, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Obligations.

7.22 Extensions, Etc. Grantor and Beneficiary may agree to extend the time for payment of all or any part of the Obligations or reduce, rearrange or otherwise modify the terms of payment thereof, or accept a renewal note or notes therefor, all without notice to or the consent of any junior lienholder or any other person having an interest in the Mortgaged Property and/or Personal Property subordinate to the lien of this Deed of Trust, and without the consent of Grantor if Grantor has then parted with title to the Mortgaged Property and/or Personal Property. No such extension, reduction, modification or renewal shall affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust (or has caused this Deed of Trust to be executed by its duly authorized officer(s), on this the day and year first above written.

GRANTOR:

VDS DEVELOPMENT, LLC,
a Tennessee limited liability company

By: 
TIMOTHY D. VARGO, Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared TIMOTHY D. VARGO, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Chief Manager of VDS Development, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, being authorized to do so and as the act and deed of the within named bargainor, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and Notarial Seal at office this 10th day of May, 2005.


Notary Public

My Commission Expires:

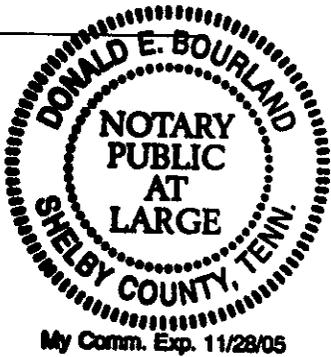


EXHIBIT "A"
TO
MISSISSIPPI DEED OF TRUST AND SECURITY AGREEMENT
DATED MAY 10, 2005

VDS DEVELOPMENT, LLC, GRANTOR
ENTERPRISE NATIONAL BANK, BENEFICIARY

PROPERTY DESCRIPTION:

INDEXING INSTRUCTIONS: Southeast Quarter of Section 30, Township 1 South, Range 6 West, DeSoto County, MS

Description of the Earl M. Warren property recorded in Book 420, Page 340 located in the Southeast Quarter of Section 30, Township 1 South, Range 6 West in Olive Branch, DeSoto County, Mississippi:

Commencing at the southeast corner of Section 30, Township 1 South, Range 6 West; thence south 89 degrees 20 minutes 13 seconds west along the original old centerline of Goodman Road (Ms. Hwy. 302) per Book 420, Page 340, 993.81 feet to a point; thence north 01 degrees 09 minutes 22 seconds west across said Goodman Road (Ms. Hwy. 302), 95.00 feet to a set 1/2" rebar with plastic cap in the north line of said Goodman Road (Ms. Hwy. 302), said point being the southeast corner of said property recorded in Book 420, Page 340, the southwest corner of the Sylvester Properties, L.P. property recorded in Book 384, Page 779, Tract 1 and being the Point Of Beginning; thence southwestwardly along the north line of said Goodman Road (Ms. Hwy. 302) the following calls: south 78 degrees 22 minutes 44 seconds west, 61.63 feet to a set 1/2" rebar with plastic cap; south 89 degrees 41 minutes 20 seconds west, 85.91 feet to a found iron pin at the southwest corner of said property recorded in Book 420, Page 340 and in the east line of the (Now or Formerly), Steven L. Farabee property recorded in Book 250, Page 459; thence northwestwardly along the west line of said property recorded in Book 420, Page 340 and the east line of said property recorded in Book 250, Page 459 and the east line of the Gerald James and Rodney Gerald James property recorded in Book 389, Page 80 the following calls: north 01 degrees 15 minutes 11 seconds west, 337.43 feet to a set 1/2" rebar with plastic cap; north 00 degrees 59 minutes 48 seconds west, 207.55 feet to a found iron pin at the northwest corner of said property recorded in Book 420, Page 340 and the southwest corner of said property recorded in Book 384, Page 779, Tract 2; thence north 89 degrees 16 minutes 33 seconds east along the north line of said property recorded in Book 420, Page 340 and the south line of said property recorded in Book 384, Page 779, Tract 2, 146.50 feet to a set 1/2" rebar with plastic cap at the northeast corner of said property recorded in Book 420, Page 340 and the northwest corner of said property recorded in Book 384, Page 779, Tract 1; thence south 01 degrees 09 minutes 22 seconds east along the east line of said property recorded in Book 420, Page 340 and the west line of said property recorded in Book 384, Page 779, Tract 1, 533.95 feet to the POINT OF BEGINNING and containing 79,707 square feet or 1.830 acres of land.

EXHIBIT "B"
TO
MISSISSIPPI DEED OF TRUST AND SECURITY AGREEMENT
DATED MAY 10, 2005

VDS DEVELOPMENT, LLC, GRANTOR
ENTERPRISE NATIONAL BANK, BENEFICIARY

DESCRIPTION OF PERSONAL PROPERTY:

The types or items of property covered by this Deed of Trust and Security Agreement are as follows:

All right, title and interest of Grantor to all fixtures and all personal property of every kind and description whether now owned or hereafter acquired, and wherever located which are associated with the operation and use of the real estate described in Exhibit "A" to this Deed of Trust and Security Agreement, including, but not limited to, (a) all heating, air conditioning, plumbing and electrical fixtures, furnishings, equipment, machinery, appliances, light fixtures, window coverings, floor coverings, smoke detectors, ledgers, books of account and records, together with all accessions, used or intended to be used, now owned or hereafter acquired, and all improvements, appurtenances, substituted and replaced equipment and any proceeds, including insurance proceeds, thereof and (b) contract rights, defined as all leases, rents, income and profits, presently existing or subsequently arising with respect to the real estate including all proceeds, proceeds of hazard insurance, eminent domain or condemnation awards on all of the foregoing.