

**RELEASE OF LIEN**

**Date:** August 11, 2005

**Note (the "Note"):**

**Date:** May 5, 2005  
**Original Amount:** \$40,000,000.00  
**Maker:** DTC Eastgate 1, LLC, a Mississippi limited liability company  
**Payee:** Hillwood Investment Property Services, L.P.  
**Date of Maturity:** As provided therein  
**Holder of Note and Lien:** Hillwood Investment Property Services, L.P. ("Holder")

**Holder's Mailing Address (including county):**

Three Lincoln Centre  
5430 LBJ Freeway, Suite 800  
Dallas, Dallas County, Texas 75240

**Note and Lien Are Described in the Following Documents, Recorded in:**

Deed of Trust and Security Agreement (the "Deed of Trust") dated effective May 4, 2005, filed May 20, 2005 in Book 2,220, Page 645, Deed Records, DeSoto County, Mississippi, executed by DTC Eastgate 1, LLC in favor of Republic Title of Texas, Inc., Trustee, securing the payment of one note in the principal amount of \$40,000,000.00, bearing interest and payable as therein provided to the order of Holder (the "Lien").

**Property (including any improvements) to be released from Lien:**

The real property located in DeSoto County, Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

Holder covenants and warrants (a) that Holder is the legal and equitable holder and owner of the Note and Lien; (b) that Holder has not transferred, assigned, pledged, mortgaged or hypothecated the Note, the indebtedness evidenced thereby or any of the Liens and security interests in connection therewith to any other party; and (c) that the undersigned is authorized to execute this Release of Lien on behalf of Holder. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holder has and does hereby Fully Release, Discharge, and Quitclaim all its right, title, interest, and estate in all to the Property and does hereby declare the Property Fully Released and Discharged from any and all liens securing the Note. This Release of Lien does not release, affect or impair said lien or liens against any other property in the Deed of Trust.

When the context requires, singular nouns and pronouns include the plural.

James B. Salenak, Esq.  
Harris Shelton Hanover Walsh, PLLC  
6060 Poplar Ave., Suite 450 Memphis, TN 38119

IN WITNESS WHEREOF, the undersigned has executed this Release of Lien to be effective as of August \_\_\_\_, 2005.

**HOLDER:**

HILLWOOD INVESTMENT PROPERTY SERVICES, L.P.,  
a Texas limited partnership

By: Hillwood Development Company, LLC,  
a Texas limited liability company,  
its general partner

By: *M. Thomas Mason*  
Name: M. Thomas Mason  
Title: Executive Vice President

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the 18 day of August, 2005 by M. Thomas Mason, Executive Vice President of Hillwood Development Company, LLC, a Texas limited liability company and general partner of Hillwood Investment Property Services, L.P., a Texas limited partnership, on behalf of said limited partnership.

*B. Jeanette Oliver*  
Notary Public in and for the State of Texas



AFTER RECORDING, RETURN TO:  
  
Melinda Northrup  
Hillwood Investment Property Services, L.P.  
c/o Hillwood Development Company, LLC  
5430 LBJ Freeway, Suite 800  
Dallas, Texas 75240

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Commencing at a buggy axle found at the Recognized and Accepted Northwest corner of Section 13, Township 2 South, Range 8 West in the City of Southaven, Desoto County, Mississippi; thence North 89 Degrees 56 Minutes 19 Seconds East with the north line of said Section 13 a distance of 413.28 feet to a point in the east line of Highway 51 South (100 feet right-of-way)(found iron pipe 0.6 feet south), said point being the true point of beginning; thence North 89 Degrees 56 Minutes 19 Seconds East with north line of said Section 13, said line being the south line of Revised Phase 1, Trinity Lakes PUD as recorded in Plat Book 73 Pages 32 - 34 and the south line of the Mississippi Purchase Corporation property as described in Book 410 Page 551 a distance of 2750.00 feet to an iron pin set; thence South 00 Degrees 03 Minutes 41 Seconds East a distance of 1021.99 feet to an iron pin set; thence South 89 Degrees 56 Minutes 19 Seconds West a distance of 1668.52 feet to a point of curvature; thence southwestwardly along a curve to the left having a radius of 859.00 feet a distance of 387.13 feet (chord = South 77 Degrees 01 Minutes 39 Seconds West 383.87 feet, Delta = 25 Degrees 49 Minutes 20 Seconds) to a point of tangency; thence South 64 Degrees 06 Minutes 59 Seconds West a distance of 154.07 feet to an iron pin set in the east line of Highway 51 South; thence North 25 Degrees 53 Minutes 18 Seconds West with the southeast line of Highway 51 South a distance of 1305.24 feet to the point of beginning and containing 59.47 acres.

Being located in the Northwest Quarter and Northeast Quarter, Section 13, Township 2 South, Range 8 West, DeSoto County, Mississippi, and containing 59.47 acres.

Indexing Instructions:  
Northwest Quarter and  
Northeast Quarter  
Section 13  
Township 2 South  
Range 8 West