

Prepared by and Return to:
Tri-State Title and Escrow, Inc.
419 W. Main Street
Heber Springs, AR 72543
501-362-2009

9/12/05 8:33:30
BK 2,303 PG 764
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

AGREEMENT FOR PURCHASE AND SALE

This AGREEMENT is made and entered into this 17th day of March, 2005 (the "date of last execution of this Agreement"), by and between **JAMES T. ROBERTSON AND WIFE, VALERIA B. ROBERTSON**, whose principal business address is 8570 Jones Road, Olive Branch, MS 38654 (hereinafter collectively referred to as the "Seller") and **BRADWINKLE INVESTMENTS, LLC**, a Tennessee limited liability company, whose principal business address is ~~4208 Long Leaf Cove~~, Olive Branch, MS 38654 ("Buyer").

12928 Arbon Dr.

RECITALS:

WHEREAS, Seller is the owner of approximately 53.9 acres of real estate located off Highway 305 in DeSoto County, Mississippi, as more particularly described on Exhibit "A" attached to and made a part of this Agreement (hereinafter referred to as the "Premises"); and

WHEREAS, upon the terms and conditions set forth in this Agreement, Buyer desires to purchase the Premises from Seller for use as a residential development; and

WHEREAS, upon the terms and conditions set forth in this Agreement, Seller desires to sell to Buyer the Premises; and

WHEREAS, Seller and Buyer enter into this Agreement in order to memorialize their entire agreement concerning this sale and purchase transaction.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the money to be paid and received, and for other good and valuable consideration, the sufficiency of all of which is hereby acknowledged, Seller and Buyer, do hereby covenant and agree as follows:

1. Recitals. The Recitals are true and correct in all respects and are incorporated in this Agreement.
2. Purchase and Sale. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Premises upon the terms and conditions contained in this Agreement. Seller agrees to convey fee simple title to the Premises by general warranty deed, in form generally in use in the jurisdiction where the property is located, free and clear of all liens and encumbrances including, but not limited to, leases, deeds of trust and mortgages and other matters affecting title, except for those restrictions, liens and encumbrances to which Buyer does not object (the "Permitted Exceptions").
3. Purchase Price and Method of Payment. The Purchase Price to be paid by Buyer to Seller for the Premises will be Eight Hundred Thirty-Five Thousand Four Hundred Fifty and

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No/100 Dollars (\$835,450.00) (the "Purchase Price"). The Purchase Price will be paid by Buyer to Seller in the form and manner and at the times following:

(a) Earnest Money Deposit. On the date of last execution of this Agreement, Buyer will deposit Five Thousand and No/100 Dollars (\$5,000.00) (the "Earnest Money") into the Hugh H. Armistead Trust Account, as a guarantee that the terms and conditions of this Agreement will be fulfilled by Buyer. In the event Buyer fails to deliver notice of termination of this Agreement on or before 5:00 p.m. on the last day of the Contingency Termination Date (as defined below) one hundred percent (100%) of the Earnest Money Deposit will thereafter become nonrefundable to Buyer except as provided in Paragraph 12 of this Agreement. If the sale and purchase transaction contemplated by this Agreement is consummated according to its terms, the Earnest Money will be delivered to Seller and Buyer will receive a credit therefore against the Purchase Price.

(b) Cash at Closing. The balance of the Purchase Price (after application of and credit for the Earnest Money, as aforesaid), or such sum as may be required to complete Buyer's payment of the Purchase Price to Seller after giving due consideration to those credits, adjustments and prorations for which provisions are made in this Agreement, shall be paid by Buyer to Seller in cash or other immediately available funds acceptable to Seller (i.e. by Federal Reserve bank wire transfer to an account designated by Seller and/or by locally drawn cashier's check) at the time of Closing.

4. Conditions to Buyer's Obligation to Close. The obligation of Buyer to consummate the transaction contemplated herein is subject to the occurrence of all of the following events and conditions:

- (i) Buyer shall, at Buyer's sole cost and expense, obtain all feasibility studies, surveys, environmental assessments, soil borings, percolation tests and other physical examinations of the Premises as Buyer deems reasonably necessary in order for Buyer to evaluate the suitability of the Premises for Buyer's intended use. These studies must be obtained by Buyer within ninety (90) days from the date of last execution of this Agreement.
- (ii) Buyer shall, at Buyer's sole cost and expense, obtain the approval of all public or governmental authorities as shall be required to zone the Premises for the development of R-20 lots for the construction of houses with at least 2,000 square feet of heated area.
- (iii) Buyer's acquisition of a financing commitment from its lender within ninety (90) days from the date of last execution of this Agreement.

Except as otherwise provided in subparagraphs (i) and (iii) of this Agreement, Buyer shall have ninety (90) days from the date of last execution of this Agreement, which shall in no event be later than June 17, 2005 (the "Contingency Termination Date") within which to obtain, procure and satisfy itself as to the occurrence of the events and performance of the obligations set forth in this Paragraph 4. In the event the Buyer is unable to obtain, procure and

satisfy itself as to the occurrence of the events and performance of the obligations within the times prescribed in this Paragraph 4, then Seller or Buyer shall have the right to terminate this Agreement by delivering written notice of termination to the other party prior to the Contingency Termination Date, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer and neither party shall thereafter have any rights against or obligations to the other under this Agreement. In the event that either party fails to deliver written notice of such termination to the other party prior to the Contingency Termination Date, then all contingencies set forth in this Paragraph 4 shall be deemed satisfied and neither party shall have the right to terminate the Agreement pursuant to this Paragraph 4, the Earnest Money shall thereafter be non-refundable to Buyer except as provided in Paragraph 12 and the parties shall proceed to Closing without this Paragraph 4 being a part of the Agreement.

5. Right of Entry: Indemnification. For purposes of undertaking the aforesaid physical inspections, investigations, tests and examinations of the Premises, Seller hereby grants to Buyer and Buyer's agents and consultants full right of entry upon the Premises from the date of last execution of this Agreement until the Contingency Termination Date. In consideration of Seller's grant of full right of entry upon the Premises for those purposes, Buyer agrees to indemnify and save and hold Seller harmless from and against any and all claims, damages, losses or liabilities which may be occasioned to the Premises or suffered or incurred by Seller as a direct result of any exercise of such right of entry by Buyer and Buyer's agents and consultants on Buyer's behalf, including, without limitation, any damage to property, injury to or death of persons and any mechanics' or professionals' liens arising therefrom. **This agreement of indemnification on the part of Buyer set forth in this subparagraph shall survive any termination of or closing under this Agreement, for a period of one (1) year.**

6. Disclaimer and Acknowledgment. **EXCEPT FOR THOSE EXPRESS WARRANTIES AND REPRESENTATIONS OF SELLER SET FORTH IN THIS AGREEMENT AND EXCEPT FOR SELLER'S WARRANTY OF TITLE TO THE PREMISES SET FORTH IN THE GENERAL WARRANTY DEED PURSUANT TO WHICH TITLE TO THE PREMISES SHALL BE CONVEYED BY SELLER TO BUYER, SELLER MAKES AND HAS MADE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO THE PREMISES. SELLER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CHARACTERISTICS OR CONDITION OF THE PREMISES OR THE PROPOSED DEVELOPMENT OR DEVELOPMENT POTENTIAL THEREOF, WHETHER FOR BUYER'S INTENDED USE OR FOR ANY OTHER USE OR PURPOSE WHATSOEVER. ACCORDINGLY, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT IF BUYER CLOSSES AND CONSUMMATES ITS PURCHASE OF THE PREMISES AS CONTEMPLATED IN AND PURSUANT TO THIS AGREEMENT, BUYER SHALL DO SO SOLELY ON THE BASIS OF BUYER'S OWN DUE DILIGENCE INVESTIGATIONS, INSPECTIONS, REVIEWS, EXAMINATIONS AND INQUIRIES CONCERNING AND WITH RESPECT TO THE PREMISES AND BUYER FURTHER ACKNOWLEDGES AND AGREES THAT AT CLOSING BUYER SHALL ACQUIRE AND ACCEPT THE PREMISES IN ITS CONDITION ON THE CLOSING DATE "AS IS AND WHERE IS" AND**

"SUBJECT TO ALL FAULTS, WHETHER PATENT OR LATENT." THE PROVISIONS OF THIS PARAGRAPH 6 SHALL SURVIVE CLOSING UNDER THIS AGREEMENT.

7. Evidence of Title.

(a) Commitment for Title Insurance. Within thirty (30) days from delivery by Buyer to Seller of a financing commitment from its lender pursuant to Paragraph 4(iii) above, Seller shall cause to be delivered to Buyer a Commitment for Title Insurance (hereinafter referred to as the "Title Commitment") issued by Mississippi Valley Title Insurance Company (hereinafter referred to as the "Title Insurer") pursuant to which the Title Insurer is committed to issue to Buyer upon satisfaction of all requirements specified in Schedule B-Section 1 of the Title Commitment, including the execution, delivery and recordation of the General Warranty Deed to be executed and delivered by Seller to Buyer as elsewhere provided in this Agreement, an ALTA Form-B (insuring access and marketability) Owner's Policy of Title Insurance in an amount equal to the Purchase Price subject only to the Permitted Exceptions and the so-called "standard exceptions" set forth in the covering jacket of the Title Commitment.

(b) Review of Title Commitment; Notice of Title Defects. Buyer shall have a period of ten (10) days from the date of its receipt of the Title Commitment (hereinafter referred to as the "Title Review Period") in which to review and examine any matters disclosed by the Title Commitment. If Buyer determines from such review and examination that the Title Commitment reflects, in Schedule B-Section 2 thereof, that Seller's title to the Premises is, or at Closing will be, subject to liens, encumbrances, exceptions or qualifications which are objectionable to Buyer or which render Seller's title to the Premises unmarketable, Buyer shall deliver written notice of that fact to Seller not later than 5:00 p.m. on the last day of the Title Review Period. Such written notice from Buyer to Seller (hereinafter referred to as the "Notice of Title Defects") shall identify and specify those liens, encumbrances, exceptions or qualifications to title listed in Schedule B-Section 2 of the Title Commitment to which Buyer objects. Any such liens, encumbrances, exceptions or qualifications to title listed in Schedule B-Section 2 of the Title Commitment which are objectionable to Buyer and which render Seller's title to the Premises unmarketable shall hereinafter be referred to as "Title Defects."

(c) Seller's Obligation to Cure Title Defects. Seller shall have a period of thirty (30) days from the date of Seller's receipt of Buyer's aforesaid Notice of Title Defects (hereinafter referred to as the "Title Curative Period") within which to cure the Title Defects. Seller agrees that Seller shall use reasonable diligence to cure the Title Defects so as to permit the Title Insurer to delete the Title Defects from the Title Commitment by appropriate endorsement to the Title Commitment; however, Seller shall not be obligated, under any circumstances, to file suit to bring about the cure of any Title Defects.

(d) Seller's Failure to Cure Title Defects. If Seller, after reasonable diligence, is unsuccessful in curing the Title Defects within the Title Curative Period, Buyer, at its option, may either (i) waive any uncured Title Defects and thereby be deemed to agree to

accept title to the Premises in the condition as it then is (i.e. subject to any such uncured Title Defects) as hereinafter provided in subparagraph (e) of this Paragraph 7 without any claim on the part of Buyer for damages and without any reduction in the Purchase Price by virtue of the existence of any such uncured Title Defects, or (ii) terminate this Agreement by providing written notice of such termination to Seller not later than 5:00 p.m. on the fifth (5th) day following the expiration of the Title Curative Period, in which event, the Earnest Money shall be returned to Buyer by Escrow Agent with reasonable promptness and thereupon this Agreement shall terminate, cease, expire and be null and void and of no further force and effect and Seller and Buyer shall each be released of and relieved from any and all further duties, obligations and liabilities to each other hereunder; save and except only for those obligations which, according to the terms of this Agreement, shall expressly survive any such termination of this Agreement. In no event shall Seller's failure to cure Title Defects constitute a breach of this Agreement.

(e) Waiver of Title Defects. Should Buyer, when so entitled and within the time so provided to do so, fail to terminate this Agreement pursuant to the provisions of the immediately preceding subparagraph (d) of this Paragraph 7, Buyer shall be deemed to have (i) waived its right to so terminate this Agreement on account of the existence of uncured Title Defects and (ii) agreed to accept title to the Premises subject to any uncured Title Defects, as aforesaid. Additionally, notwithstanding anything to the contrary set forth in this Agreement, any liens, encumbrances, exceptions or qualifications to title which are listed in Schedule B-Section 2 of the Title Commitment which are not identified and specified as Title Defects in any Notice of Title Defects from Buyer to Seller within the time provided therefore, as aforesaid, shall be deemed to have been waived by Buyer and shall hereafter be deemed to be and constitute "Permitted Exceptions" for the purposes of this Agreement.

(f) Satisfaction of Schedule B, Section 1 Requirement. Seller hereby agrees, at Seller's expense, at or prior to Closing to satisfy and fulfill or to cause or bring about the satisfaction and fulfillment of those requirements specified in Schedule B-Section 1 of the Title Commitment which require, contemplate or are capable of satisfaction by Seller. Buyer hereby agrees, at Buyer's expense, at or prior to Closing, to satisfy and fulfill or to cause or bring about the satisfaction and fulfillment of those requirements specified in Schedule B-Section 1 of the Title Commitment which require, contemplate or are capable of satisfaction by Buyer.

(g) Title Policy. Promptly following Closing and the recordation of the General Warranty Deed conveying title to the Premises from Seller to Buyer, Buyer shall, at Buyer's option cause the Title Insurer to issue an ALTA Form B Owner's Policy of Title Insurance (hereinafter referred to as the "Title Policy") insuring fee simple title to the Premises to be vested in Buyer as of the Closing Date (or the date of recordation of the General Warranty Deed, whichever is later) in strict accordance with the terms of the Title Commitment and subject only to the Permitted Exceptions. Buyer will pay the cost of the title premium for an Owner's Policy of Title Insurance if Buyer elects to obtain said coverage.

8. Closing.

- (a) Closing Date. The sale and purchase transaction contemplated in this Agreement shall be closed and consummated (hereinafter referred to as the "Closing") by payment of the Purchase Price and the execution and delivery of all documents and instruments required for the Closing, which shall occur no later than January 3, 2006 (hereinafter referred to as the "Closing Date"). Seller will tender possession of the Premises to Buyer on the Closing Date.
- (b) Time and Place of Closing. The Seller shall be represented by Hugh H. Armistead, and the Buyer shall be represented by Joseph M. Sparkman, Jr., and the closing shall take place at such time as shall be mutually agreed by Seller and Buyer in writing.

9. Closing Costs.

- (a) Seller's Closing Costs. At Closing, or when due, if later, Seller shall pay:

(i) Title Search Fees. All fees for the title search and issuance of title commitment.

- (b) Buyer's Closing Costs. At Closing, or when due, if later, Buyer shall pay:

(i) Recording Fees. The cost of recording the General Warranty Deed;

(ii) Financing Costs. All expenses, if any, associated with or incident to the closing of any loan or loans obtained by Buyer to finance its purchase and acquisition of the Premises pursuant to this Agreement (including, without limitation, any documentary stamp taxes and intangible personal property taxes payable on or with respect to any promissory notes, mortgages and other documents executed by Buyer to evidence and/or secure such loan or loans, the premium on any loan or mortgagee policy or policies of title insurance insuring the lien of any such mortgages, any loan brokerage or origination fees, attorneys' fees and recording costs); and

(iii) Owner's Title Insurance Premium. If Buyer elects to obtain an Owner's Policy, Buyer will pay the premium for said policy.

(c) Other Closing Costs. Each of Seller and Buyer shall bear and pay the fees, costs and expenses of its own attorneys, agents, consultants and other representatives employed by it in connection with the sale and purchase transaction contemplated in this Agreement.

(d) Survival. The provisions of this Paragraph 9 shall survive any termination of or closing under this Agreement.

10. Prorations.

(a) Taxes. All ad valorem real property taxes payable for prior years shall have been paid by Seller. Ad valorem real property taxes for the calendar year of Closing shall be prorated as between the Seller and Buyer as of the Closing Date. If, however, the amount of taxes for the year of Closing cannot be ascertained at the time of Closing, the rates, millages and assessed valuations for the immediately preceding year, with known changes, if any, shall be used as an estimate for purposes of such proration and the tax proration based on such estimate shall, at the request of either party, be readjusted as between the parties subsequent to Closing upon receipt of the actual tax bills for the calendar year in which the Closing occurs. If either party owes the other as a result of such readjustment, such party shall pay the amount due within ten days after receipt of demand by the other party.

(b) Assessments. Seller shall pay, or prior to the Closing Date, shall have paid, in full all special assessments and liens for public improvements if any, which are, as of the Closing Date, certified liens and Buyer shall assume payment of all special assessments and liens for public improvements which are, as of the Closing Date, pending liens.

The provisions of this Paragraph 10 shall survive the Closing.

11. Brokerage Commission.

Seller and Buyer each represent to the other that they have not entered into any agreement or incurred any obligation in connection with this transaction which might result in the obligation to pay a brokerage commission or fee to any broker. Each Party shall indemnify and hold the other Party harmless from and against any claim or demand by any broker or person in connection with this transaction who claims to have dealt with such indemnifying party, including all expense incurred in defending any such claim or demand (including reasonable attorney's fees).

The representations, warranties and covenants of indemnification set forth in this Paragraph 11 shall survive any termination of or closing under this Agreement.

12. Default.

(a) Liquidated Damages. In the event that either party fails, neglects or refuses to perform or otherwise defaults in the performance of any of the covenants, agreements, duties and obligations set forth in this Agreement on its part to be performed within the time or times specified herein, and the defaulting party fails to cure such default on its part within fifteen (15) days following the defaulting party's receipt of written notice of such default from the non-defaulting party, then Buyer and Seller agree that it would be impracticable or extremely difficult to fix actual damages to the non-defaulting party. Accordingly, Buyer and Seller hereby agree that the amount of the Earnest Money under this Agreement is the party's reasonable estimate of damages in the event of a default and that payment of the Earnest Money to the non-defaulting party will be in full settlement of and as liquidated damages for any and all claims and damages suffered or incurred by the non-defaulting party and upon such payment, this Agreement will terminate and the

party's will be released and relieved of and from any and all further duties and obligations under this Agreement. The payment of the Earnest Money to the non-defaulting party as liquidated damages, as aforesaid, will be the non-defaulting party's sole and exclusive remedy in law or at equity against the defaulting party.

(b) Attorneys' Fees on Default. In the event that it shall be necessary for either of Seller or Buyer to bring suit to enforce the provisions of Section 12(a) of this Agreement, the prevailing party in any such litigation following all appeals therefrom, if any, will be entitled to recover from the nonprevailing party in such litigation all costs and expenses of such litigation, including reasonable attorneys' fees paid or incurred by the prevailing party in connection with such litigation, including those incurred on any appeal of a lower court decision.

(c) Notices. Any notice, request, demand, consent or other communication contemplated, permitted or required to be given under or pursuant to this Agreement by one party to the other shall be personally delivered, telegraphed, telexed or sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, or sent by Federal Express or other similar nationally recognized overnight courier service, postage prepaid, to the party entitled or required to receive the same at the address specified below or at such other address as may be hereafter designated in writing by any such party, to wit:

If to Seller to: James T. Robertson and wife, Valeria B. Robertson
8570 Jones Road
Olive Branch, MS 38654
Fax: _____

with a copy to: Hugh H. Armistead, Esq.
9066 Highland Street, POB 609
Olive Branch, MS 38654
Fax: (662) 895-9691

If to Buyer to: Bradwinkle Investments, LLC
4208 Long Leaf Cove
Olive Branch, MS 38654
Attn: Terry Fortwengler/Dale Bradshaw
Fax: ~~(662)~~ 893-7836

with a copy to: Joseph M. Sparkman, Jr., Attorney
1630 Goodman Road, Suite 5
Southaven, MS 38671
Fax: (662) 349-6406

Any such notice shall be deemed given when actually so personally delivered, telegraphed, telexed, or, if mailed, as aforesaid, five (5) days after the date of mailing, or, if sent by Federal

Express or other similar nationally-recognized overnight courier service, as aforesaid, two (2) days after delivery of the same to such courier service for overnight delivery.

13. Assignment. The parties to this Agreement anticipate and approve the assignment by Seller's of their contractual interest to the James T. and Valeria B. Robertson Charitable Remainder Unitrust, James T. Robertson, Trustee, and that of the Buyer to the individual principals of said entity. This Agreement and the parties' rights, duties and obligations under this Agreement may not be further assigned by either party without the prior written consent of the nonassigning party, which shall not be unreasonably withheld or delayed.

14. Time of Essence. Seller and Buyer agree that time is of the essence of this Agreement and in the performance of all covenants, agreements, conditions, requirements, duties obligations, representations and warranties to be complied with, performed, satisfied or fulfilled by either party hereto.

15. Survival of Obligations. The terms and provisions of Paragraphs 5, 6, 9, 10 and 11 of this Agreement shall survive Closing hereunder and, where applicable, the termination of this Agreement. The covenants, agreements, duties and obligations of the parties which are to be performed or complied with after Closing shall not be waived or merged into the Closing or by delivery of the General Warranty Deed.

16. Miscellaneous.

(a) Relationship of Seller and Buyer. The relationship of Seller and Buyer hereunder is that of seller and purchaser only. None of the provisions of this Agreement are intended to create, do create or shall be deemed to create a partnership, joint venture or any other relationship between Seller and Buyer other than that of seller and purchaser.

(b) Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended and shall in no way be deemed to define, describe, extend or limit the scope, content or intent of this Agreement or of any particular provision or paragraph hereof.

(c) References. Whenever reference is made in this Agreement to any paragraph or exhibit, such reference shall be deemed to apply to the specified paragraph of this Agreement or the specified exhibit attached to this Agreement to which such reference is made.

(d) Exhibits. Exhibits attached to and referenced in this Agreement are by such reference incorporated in and made an integral part of this Agreement for all purposes of this Agreement.

(e) Modification and Amendment. This Agreement may not be changed, modified or amended except as expressly set forth in a separate writing signed by the parties to this Agreement.

(f) Waiver. No waiver of compliance with or performance (including timely performance) of or breach or default under this Agreement shall be deemed or considered valid unless in a writing signed by the party making or giving or to be charged with such waiver, and then only to the extent specifically set forth in such writing, and no such waiver shall be deemed or considered as a waiver of any subsequently required compliance or performance or of any subsequent breach or default of the same or a similar nature.

(g) Governing Law; Binding Effect. This Agreement and the construction, interpretation and enforcement thereof shall, to the extent permitted by law, be construed in accordance with and governed by the laws of the State of Mississippi and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and any permitted assigns.

(h) Construction of Agreement. The fact that any one of the parties to this Agreement shall have drafted or structured or be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor of or to the disadvantage of such party.

(i) Entire Agreement. This Agreement and the exhibits attached hereto represent and constitute the complete and entire understanding and agreement between Seller and Buyer with respect to all matters pertaining to the sale and purchase transaction contemplated and described in this Agreement and supersede any and all prior or contemporaneous covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, of any party hereto. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any real estate broker or salesman may be relied upon by or shall be binding upon any party hereto.

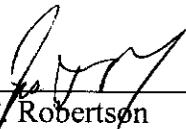
(j) Severability. This Agreement is intended to be performed in accordance and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be determined to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the maximum extent possible.

(k) Effective Date. The effective date of this Agreement and the date from which shall commence to run any time period used for measuring performance or events hereunder from the date of this Agreement shall be the date on which the last one of the Seller and Buyer has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Seller and Buyer at the end of this Agreement. In no event, however, shall this Agreement be binding upon the parties

hereto unless and until Buyer shall have delivered the Earnest Money deposit in the manner provided in Paragraph 3(a).

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

SELLER:



James T. Robertson


Valeria B. Robertson

BUYER:

BRADWINKLE INVESTMENTS, LLC

By: 
Print Name: Dale Bradshaw
Its: Member
Date of Execution: 3/17/05

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of March, 2005, within my jurisdiction, the within named **JAMES T. ROBERTSON and wife, VALERIA B. ROBERTSON**, who acknowledged that they executed the above and foregoing instrument

My Commission Expires: 10/24/07



[Handwritten Signature]

Notary Public

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this **17th** day of **March, 2005**, within my jurisdiction, the within named **DALE BRADSHAW**, who acknowledged that he is Member of **BRADWINKLE INVESTMENTS, LLC**, a Tennessee limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires: 10/24/07



[Handwritten Signature]

Notary Public

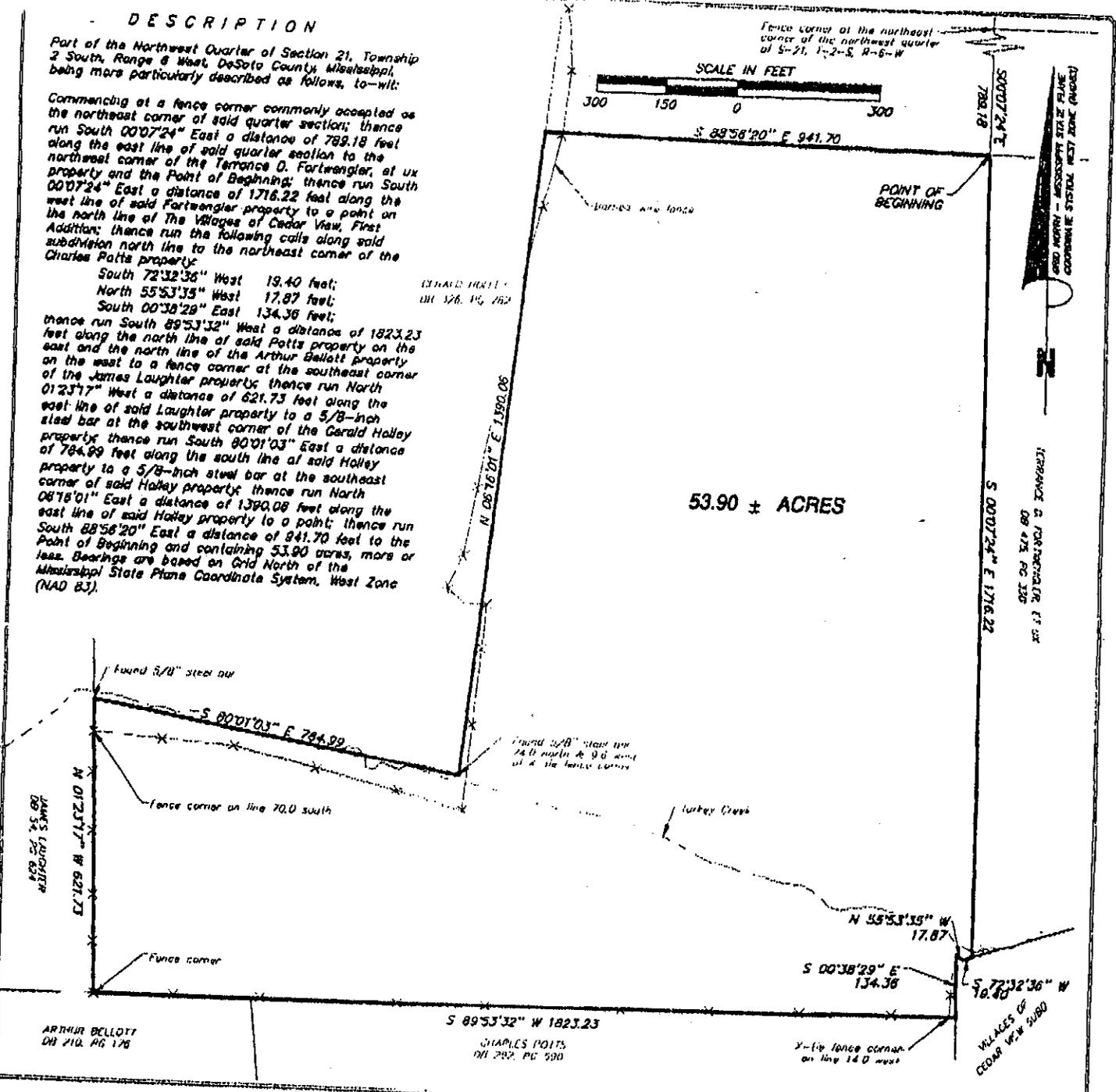
DESCRIPTION

Part of the Northwest Quarter of Section 21, Township 2 South, Range 6 West, DeSoto County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a fence corner commonly accepted as the northeast corner of said quarter section; thence run South 00°07'24" East a distance of 789.18 feet along the east line of said quarter section to the northeast corner of the Terrace O. Fortwangler, at six property and the Point of Beginning; thence run South 00°07'24" East a distance of 1716.22 feet along the west line of said Fortwangler property to a point on the north line of The Villages of Cedar View, First Addition; thence run the following calls along said subdivision north line to the northeast corner of the Charles Potts property:

- South 72°32'36" West 19.40 feet;
- North 55°53'35" West 17.87 feet;
- South 00°38'29" East 134.36 feet;

thence run South 89°53'32" West a distance of 1823.23 feet along the north line of said Potts property on the east and the north line of the Arthur Bellott property on the west to a fence corner at the southeast corner of the James Laughler property; thence run North 01°23'17" West a distance of 621.73 feet along the east line of said Laughler property to a 5/8-inch steel bar at the southwest corner of the Gerald Holley property; thence run South 80°01'03" East a distance of 784.89 feet along the south line of said Holley property to a 5/8-inch steel bar at the southeast corner of said Holley property; thence run North 08°18'01" East a distance of 1390.08 feet along the east line of said Holley property to a point; thence run South 88°56'20" East a distance of 941.70 feet to the Point of Beginning and containing 53.90 acres, more or less. Bearings are based on Grid North of the Mississippi State Plane Coordinate System, West Zone (NAD 83).



53.90 ± ACRES

NOTES

The surveyed property is part of the same property conveyed to James A. or Verna Robertson in Deed Book 128 Page 132, Deed Book 145 Page 288, Deed Book 102 Page 688, Deed Book 187 Page 451 as recorded in the office of the Chancery Clerk, DeSoto County, Mississippi.

This is a Class "C" Survey.

According to Federal Emergency Management Agency Flood Insurance Rate Map 28033C1500 dated May 3, 1990, the surveyed property is not located in a flood hazard area.

The herein stream plot and description do not represent an on-the-ground survey they are based on a plat of survey by Danny S. Rutherford, P.E.L.S., dated September 10, 2001, and other available information.

January 17, 2008

R&A RUTHERFORD & ASSOCIATES, INC.
 ENGINEERING CONSULTANTS - SURVEYORS
 324 WEST VALLEY STREET, SUITE 108
 HERNANDO, MISSISSIPPI, 38632
 TELEPHONE 662-422-8700 FAX 662-422-8841

PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DeSOTO COUNTY, MISSISSIPPI

EXHIBIT "A"