

1/13/06 10:17:04
BK 2,392 PG 408
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

1/07/05 2:33:48
BK 2,141 PG 1
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Deed of Trust secures a Line of Credit to be used for Commercial Purposes
The aggregate maximum principal amount of indebtedness that may be secured hereby is
\$100,000,000.00

FIRST DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,

SECURITY AGREEMENT AND FIXTURE FILING

BY

GREEN VALLEY HOLDING, INC.

as Grantor,

TO

SHERRI T. DAVIS,
as Trustee for the benefit of

CANADIAN IMPERIAL BANK OF COMMERCE,

as Collateral Agent,

Beneficiary

Dated as of December 17, 2004

Relating to Premises in:
Olive Branch, Mississippi

Indexing Instructions: Schedule C

THIS INSTRUMENT IS A RERECORDING OF THE DEED OF TRUST FILED AT
BOOK 2,141 AT PAGE 1 OF THIS OFFICE.

This instrument was prepared in consultation with
counsel in the state in which the Trust Property is
located by the attorney named below and after
recording, please return to:

Athy A. Mobilia, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
(212) 701-3000

Please Return To

Zonia N. Yeal
First National Financial Title Services, Inc.
3237 Satellite Blvd., Bldg. 300, Ste. 450
Duluth, GA 30096

H2267

INF(ups)

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SIGNATURE

ACKNOWLEDGMENTS

SCHEDULE A
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Legal Description
Prior Liens

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust"), dated as of December 17, 2004, made by GREEN VALLEY HOLDINGS, INC., a Mississippi Corporation, having an office at 11170 Green Valley Drive, Olive Branch, Mississippi 38654, as Grantor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Grantor"), in favor of Sherri T. Davis, at First National Financial Title Services, Inc., having an office at 7145 Swinnea Road, Southaven, MS 38671, as trustee under the Deed of Trust (together with any successors in such capacities, the "Trustee") for the benefit of CANADIAN IMPERIAL BANK OF COMMERCE, having an office at 425 Lexington Avenue, New York, NY 10017 in its capacity as collateral agent for the Secured Parties (as hereinafter defined), as beneficiary, assignee and secured party (in such capacities and together with any successors in such capacities, the "Beneficiary").

RECITALS:

- A. Pursuant to that certain credit agreement, dated as of December 17, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement, among MARIETTA INTERMEDIATE HOLDING CORPORATION, as borrower (the "Borrower"), MARIETTA HOLDINGS CORPORATION ("Holdings"), the Grantor and the other Subsidiary Guarantors (such term and each other capitalized term used and not defined herein having the meaning given to it in Article I), the Lenders, CIBC World Markets Corp, as Sole Lead Arranger, and Canadian Imperial Bank of Commerce, as Issuing Bank, Administrative Agent and Collateral Agent, Antares Capital Corporation, as Documentation Agent, and General Electric Capital Corporation, as Syndication Agent, the Lenders have agreed to make to or for the account of the Borrower certain Loans and issue certain Letters of Credit.
- B. The Borrower owns, directly or through its Subsidiaries, all of the issued and outstanding shares of the Grantor.
- C. The Grantor has, pursuant to Article VII of the Credit Agreement, among other things, guaranteed (the "Guarantee") the obligations of the Borrower under the Credit Agreement and the other Loan Documents, which obligations under the Credit Agreement have a maturity date of December 17, 2010.
- D. The Grantor will receive substantial benefits from the execution, delivery and performance of the Loan Documents and is, therefore, willing to enter into this Deed of Trust.
- E. It is a condition to (i) the obligations of the Lenders to make the Loans under the Credit Agreement (ii) the obligations of the Issuing Bank to issue Letters of Credit and

(iii) the performance of the obligations of the Secured Parties under the Loan Documents and Hedging Agreements, if any, that the Grantor execute and deliver the applicable Loan Documents, including this Deed of Trust.

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F. This Deed of Trust is given by the Grantor in favor of the Trustee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Secured Obligations.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Beneficiary as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. (a) Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement, including the following:

“Administrative Agent”; “Affiliate”; “Agents”; “Commitment”; “Event of Default”; “Governmental Authority”; “Guarantors”; “Hedging Agreements”; “Hedging Obligations”; “Letter of Credit”; “Lenders”; “Lien”; “Loan Documents”; “Loan Parties”; “Loans”; “Net Cash Proceeds”; “Notes”; “Obligations”; “person”; “Secured Obligations”; “Secured Parties”; “Security Agreement”; and “Security Documents”.

(b) The following terms in this Deed of Trust shall have the following meanings:

“Allocated Indebtedness” shall have the meaning assigned to such term in Section 11.14(i) hereof.

“Allocation Notice” shall have the meaning assigned to such term in Section 11.14(i) hereof.

“Beneficiary” shall have the meaning assigned to such term in Preamble.

“Casualty Event” shall mean any loss of title or any loss of or damage to or destruction of, or any loss of title by condemnation or other taking of the Trust Property (including but not limited to any taking of all or any part of the Trust Property in or by condemnation or other eminent domain proceedings pursuant to any law, or by reason of the temporary requisition of the use or occupancy of all or any part of the Trust Property by any Governmental Authority, civil or military, or any settlement in lieu thereof).

“Charges” shall mean any and all real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other

governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords', carriers', mechanics', workmens', repairmens', laborers', material-mens', suppliers' and warehousemens' Liens and other claims arising by operation of law) judgments or demands against, all or any portion of the Trust Property or other amounts of any nature which, if unpaid, could reasonably be expected to result in or permit the creation of, a lien on the Trust Property or which could reasonably be expected to result in foreclosure of all or any portion of the Trust Property.

“Collateral” shall have the meaning assigned to such term in Section 11.14(i) hereof.

“Contracts” shall mean, collectively, any and all right, title and interest of the Grantor in and to any and all contracts and other general intangibles relating to Trust Property and all reserves, deferred payments, deposits, refunds and claims of every kind, nature or character arising thereunder or in respect thereof.

“Credit Agreement” shall have the meaning assigned to such term in Recital A hereof.

“Deed of Trust” shall have the meaning assigned to such term in the Preamble hereof.

“Default Rate” shall mean the rate of interest payable during a default pursuant to the provisions of Section 2.06 of the Credit Agreement.

“Fixtures” shall mean all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind, description and nature whatsoever now or hereafter attached or affixed to the Land or any other Improvement used in connection with the use and enjoyment of the Land or any other Improvement or the maintenance or preservation thereof, which by the nature of their location thereon or attachment thereto are real property or fixtures under the UCC or any other applicable law including, without limitation, all HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, power, waste removal, elevators, maintenance or other systems or equipment, utility systems, fire sprinkler and security systems, drainage facilities, lighting facilities, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, pipes, fittings and other items of every kind and description now or hereafter attached to or located on the Land.

“Improvements” shall mean all buildings, structures and other improvements of every kind or description and any and all alterations now or hereafter located, attached or erected on the Land, including, without limitation, (i) all Fixtures, (ii) all attachments, railroad tracks, foundations, sidewalks, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, parking areas, driveways, fences and walls and (iii) all materials now or hereafter located on the Land intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements, all of which materials shall be deemed to be part of the Improvements immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein.

"Insurance Policies" means the insurance policies and coverages required to be maintained by the Grantor with respect to Trust Property pursuant to the Credit Agreement.

"Land" shall mean the land described in Schedule A annexed to this Deed of Trust, together with all of the Grantor's reversionary rights in and to any and all easements, rights-of-way, strips and gores of land, waters, water courses, water rights, mineral, gas and oil rights and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and together with any greater or additional estate therein as may be acquired by Grantor.

"Landlord" shall mean any landlord, lessor, franchisor, licensor or grantor, as applicable.

"Leases" shall mean, collectively, any and all interests of the Grantor, as Landlord, in all leases and subleases of space, tenancies, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into, whether or not of record, relating in any manner to the Premises and any and all amendments, modifications, supplements, replacements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect.

"Grantor" shall have the meaning assigned to such term in the Preamble hereof.

"Grantor's Interest" shall have the meaning assigned to such term in Section 2.2 hereof.

"Permit" shall mean any and all permits, certificates, approvals, authorizations, consents, licenses, variances, franchises or other instruments, however characterized, of any Governmental Authority (or any person acting on behalf of a Governmental Authority) now or hereafter acquired or held, together with all amendments, modifications, extensions, renewals and replacements of any thereof issued or in any way furnished in connection with Trust Property including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation.

"Permitted Collateral Liens" shall mean the Liens described in clauses (i) and (iii) of the definition of "Permitted Collateral Liens" contained in the Credit Agreement.

"Premises" shall mean, collectively, the Land and the Improvements.

"Prior Liens" shall mean, collectively, the Liens identified in Schedule B annexed to this Deed of Trust.

"Proceeds" shall mean, collectively, any and all cash proceeds and noncash proceeds and shall include all (i) proceeds of the conversion, voluntary or involuntary, of any of the Trust Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Beneficiary or to the Grantor from time to time with respect to any of the Trust Property, (iii) payments (in any form whatsoever)

made or due and payable to the Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Trust Property by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (iv) products of the Trust Property and (v) other amounts from time to time paid or payable with respect to or in connection with any of the Trust Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon.

"Prudent Operator" shall mean a prudent operator of property similar in use and configuration to the Premises and located in the locality where the Premises are located.

"Records" shall mean, collectively, any and all right, title and interest of the Grantor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Trust Property or the construction of any alteration relating to the Premises or the maintenance of any Permit.

"Rents" shall mean, collectively, any and all rents, additional rents, royalties, cash, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any amounts payable pursuant to guaranties, letters of credit, bonds, sureties or securities deposited under any Lease to secure performance of the Tenant's obligations in respect to any of the foregoing, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Grantor under any Lease or otherwise, and any award in the event of the bankruptcy of any Tenant under or guarantor of a Lease.

"Requirements of Law" shall mean, collectively, any and all requirements of any Governmental Authority including, without limitation, requirements of any and all orders, decrees, determinations, laws, treaties, ordinances, rules, regulations or similar statutes or case law.

"Tenant" shall mean any tenant, lessee, sublessee, franchisee, licensee, grantee or obligee, as applicable.

"Trust Property" shall have the meaning assigned to such term in Section 2.1 hereof.

"Trustee" shall have the meaning assigned to such term in the Preamble hereof.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the state in which the Premises are located; provided, however, that if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of any other state as to the matter in question, "UCC" shall mean the Uniform Commercial Code in effect in such state.

SECTION 1.2. Interpretation. The rules of construction set forth in Section 1.03 of the Credit Agreement shall be applicable to this Deed of Trust mutatis mutandis.

ARTICLE II.

GRANTS AND SECURED OBLIGATIONS

SECTION 2.1. Grant of Trust Property. The Grantor hereby pledges, gives, grants, transfers, bargains, sells, assigns, and conveys to the Trustee, its successors and assigns, in trust, with power of sale, for the use and benefit of the Beneficiary and hereby grants a security interest to the Beneficiary, in and to all of the Grantor's estate, right, title and interest in, to and under the following property, whether now owned or held or hereafter acquired from time to time (collectively, the "Trust Property"):

- (i) Land;
- (ii) Improvements;
- (iii) Leases;
- (iv) Rents;
- (v) Permits;
- (vi) Contracts;
- (vii) Records; and
- (viii) Proceeds;

Notwithstanding the foregoing provisions of this Section 2.1, Trust Property shall not include a grant of any of the Grantor's right, title or interest in any Contract or Permit (x) that validly prohibits the creation by the Grantor of a security interest therein and (y) to the extent, but only to the extent that, any Requirement of Law applicable thereto prohibits the creation of a security interest therein; provided, however, that the right to receive any payment of money or any other right referred to in Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC to the extent that such Sections are effective to limit the prohibitions described in clauses (x) and (y) of this Section 2.1 shall constitute Trust Property hereunder and; provided, further, that at such time as any Contract or Permit described in clauses (x) and (y) of this Section 2.1 is no longer subject to such prohibition, such applicable Contract or Permit shall (without any act or delivery by any person) constitute Trust Property hereunder;

TO HAVE AND TO HOLD the Trust Property, IN TRUST FOREVER, with power of sale, together with all estate, right, title and interest of the Grantor and anyone claiming by, through or under the Grantor in and to the Trust Property and all rights and appurtenances relating thereto, unto the Trustee, its successors and assigns, for the benefit of the Secured Parties, for the purpose of securing the payment and performance in full of all the Obligations.

SECTION 2.2. Assignment of Leases and Rents. As additional security for the payment and performance in full of the Obligations and subject to the provisions of Article V hereof, the Grantor absolutely, presently, unconditionally and irrevocably assigns, transfers and

sets over to the Beneficiary, and grants to the Beneficiary, all of the Grantor's estate, right, title, interest, claim and demand, as Landlord, under any and all of the Leases including, without limitation, the following (such assigned rights, the "Grantor's Interest"):

- (i) the immediate and continuing right to receive and collect Rents payable by the Tenants pursuant to the Leases;
- (ii) all claims, rights, powers, privileges and remedies of the Grantor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of the Tenants to perform or comply with any term of the Leases;
- (iii) all rights to take all actions upon the happening of a default under the Leases as shall be permitted by the Leases or by law including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and
- (iv) the full power and authority, in the name of the Grantor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to take all other actions whatsoever which the Grantor, as Landlord, is or may be entitled to take under the Leases.

SECTION 2.3. Secured Obligations. This Deed of Trust secures, and the Trust Property is collateral security for, the payment and performance in full when due of the Obligations.

SECTION 2.4. Future Advances. This Deed of Trust shall secure all Obligations including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing by the Grantor to the Secured Parties under the Credit Agreement or the other Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement or the other Loan Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Obligations whether or not Grantor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

SECTION 2.5. Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be, secured at the date hereof or at any time hereafter by this Deed of Trust is \$1,000,000,000.00 (the "Secured Amount"), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by the Beneficiary by reason of any default by the Grantor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

SECTION 2.6. Last Dollar Secured. (a) So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Amount. Such payments shall instead be deemed to reduce only such portions of the Obligations as are not secured by this Deed of Trust.

(b) Pursuant to the Credit Agreement, the amount of the Obligations may increase and decrease from time to time as the Lenders advance and the Grantor repays, and the Lenders readvance sums on account of the Loans, all as more fully described in the Credit Agreement. For purposes of this Deed of Trust, so long as the aggregate balance of the Loans equal or exceeds the Secured Amount, the aggregate amount of the Loans secured by this Deed of Trust shall at all times equal only the Secured Amount as fully described in Section 2.5 above. Such Secured Amount represents only a portion of the first sums advanced by the Lenders with respect to the Loans.

(c) The Secured Amount shall be reduced only by the last and final sums that the Grantor repays with respect to the Loans and shall not be reduced by any intervening repayments of the Loans by the Grantor. As of the date of this Deed of Trust, the total aggregate amount of the Loans exceeds the Secured Amount, so that the Secured Amount represents only a portion of the Secured Obligations actually outstanding.

SECTION 2.7. No Release. Nothing set forth in this Deed of Trust shall relieve the Grantor from the performance of any term, covenant, condition or agreement on the Grantor's part to be performed or observed under or in respect of any of the Trust Property or from any liability to any person under or in respect of any of the Trust Property or shall impose any obligation on the Beneficiary or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Grantor's part to be so performed or observed or shall impose any liability on the Beneficiary or any other Secured Party for any act or omission on the part of the Grantor relating thereto or for any breach of any representation or warranty on the part of the Grantor contained in this Deed of Trust or any other Loan Document, or under or in respect of the Trust Property or made in connection herewith or therewith. The obligations of the Grantor contained in this Section 2.7 shall survive the termination hereof and the discharge of the Grantor's other obligations under this Deed of Trust and the other Loan Documents.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF GRANTOR

SECTION 3.1. Acknowledgement of Credit Agreement. The Grantor acknowledges the representations, warranties, covenants and other agreements of the Grantor (as a Loan Party) under and as contained in the Credit Agreement.

SECTION 3.2. Warranty of Title. The Grantor represents and warrants that:

(i) it has good and marketable fee simple title to the Deed of Trust Property and the Landlord's interest and estate under or in respect of the Leases and good title to the interest it purports to own or hold in and to each of the Permits, the Contracts and the

Records, in each case subject to no Liens, except Prior Liens and Permitted Collateral Liens; and

(ii) upon recordation in the land records of the Chancery Clerk's office in the county (or other applicable jurisdiction) in which the Premises are located this Deed of Trust will create and constitute a valid and enforceable first priority Lien on the Trust Property in favor of the Collateral Agent for the benefit of the Secured Parties, and, to the extent any of the Trust Property shall consist of Fixtures, a first priority security interest in the Fixtures, which first priority Lien and first priority security interest are, as of the date hereof, subject only to Prior Liens and hereafter, subject only to Permitted Collateral Liens.

SECTION 3.3. Condition of Trust Property. The Grantor represents and warrants that:

(i) the Premises and the present and contemplated use and occupancy thereof comply with all applicable zoning ordinances, building codes, land use and subdivision laws, setback or other development and use requirements of Governmental Authorities and with all private restrictions and agreements affecting the Trust Property whether or not recorded, except in each case where the failure so to comply could not result in a Material Adverse Effect;

(ii) as of the date hereof, Grantor has neither received any notice of nor has any knowledge of any disputes regarding boundary lines, location, encroachments or possession of any portions of the Trust Property and has no knowledge of any state of facts that may exist which could give rise to any such claims;

(iii) the Premises are assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a portion of such lot or lots, and no other land or improvement is assessed and taxed together with the Premises or any portion thereof; and

(iv) as of the date hereof, there are no options or rights of first refusal to purchase or acquire all or any portion of the Trust Property and hereafter except to the extent permitted by the Credit Agreement.

SECTION 3.4. Charges. The Grantor represents and warrants that all Charges imposed upon or assessed against the Trust Property have been paid and discharged except to the extent such Charges constitute a Prior Lien or a Permitted Collateral Lien.

ARTICLE IV.

CERTAIN COVENANTS OF GRANTOR

SECTION 4.1. Payment and Performance. The Grantor shall pay and perform the Obligations in full as and when the same shall become due under the Loan Documents and when they are required to be performed thereunder.

SECTION 4.2. Title. The Grantor shall

(i) (A) keep in effect all rights and appurtenances to or that constitute a part of the Trust Property except where the failure to keep in effect the same could not result in a Material Adverse Effect and (B) protect, preserve and defend its interest in the Trust Property and title thereto;

(ii) (A) comply with each of the terms, conditions and provisions of any obligation of the Grantor which is secured by the Trust Property or the noncompliance with which could reasonably be expected to result in the imposition of a Lien on the Trust Property that would not be a Permitted Collateral Lien, (B) forever warrant and defend to the Trustee and Beneficiary the Lien and security interests created and evidenced hereby and the validity and priority hereof in any action or proceeding against the claims of any and all persons whomsoever affecting or purporting to affect the Trust Property or any of the rights of the Trustee and Beneficiary hereunder and (C) maintain this Deed of Trust and a valid and enforceable first priority Lien on the Trust Property and, to the extent any of the Trust Property shall consist of Fixtures, a first priority security interest in the Trust Property, which first priority Lien and security interest shall be subject only to Permitted Collateral Liens and all Prior Liens; and

(iii) immediately upon obtaining knowledge of the pendency of any proceedings for the eviction of the Grantor from the Trust Property or any part thereof by paramount title or otherwise questioning the Grantor's right, title and interest in, to and under the Trust Property as warranted in this Deed of Trust, or of any condition that could give rise to any such proceedings, notify the Beneficiary thereof. The Trustee and/or Beneficiary may participate in such proceedings and the Grantor will deliver or cause to be delivered to the Trustee and Beneficiary all instruments requested by the Trustee or Beneficiary to permit such participation. In any such proceedings, the Trustee and Beneficiary may be represented by counsel satisfactory to the Trustee and Beneficiary at the reasonable expense of the Grantor. If, upon the resolution of such proceedings, the Grantor shall suffer a loss of the Trust Property or any part thereof or interest therein and title insurance proceeds shall be payable in connection therewith, such proceeds are hereby assigned to and shall be paid to the Beneficiary to be applied as Net Cash Proceeds to the payment of the Obligations or otherwise in accordance with the provisions of Section 2.10 of the Credit Agreement.

(iv) Zoning. The Grantor shall not initiate, join in or consent to any change in the zoning or any other permitted use classification of the Premises that could reasonably be expected to have a Material Adverse Effect without the prior written consent of the Beneficiary.

SECTION 4.3. Limitation on Liens; Transfer Restrictions.

(i) Except for the Permitted Collateral Liens, Prior Liens and the Lien of this Deed of Trust, the Grantor may not, without the prior written consent of the Beneficiary, permit to exist or grant any Lien on all or any part of the Trust Property or suffer or allow any of the foregoing to occur by operation of law or otherwise. Grantor may at its own expense contest the

validity, amount or applicability of any Liens so long as the contest thereof shall be conducted in accordance with, and permitted pursuant to the provisions of, the Credit Agreement. Notwithstanding the foregoing provisions of this Section 4.3(i), (i) no contest of any such obligation may be pursued by Grantor if such contest would expose the Collateral Agent or any other Secured Party to (A) any possible criminal liability or (B) any additional civil liability for failure to comply with such obligations unless Grantor shall have furnished a bond or other security therefore satisfactory to the Collateral Agent or such Secured Party, as the case may be, and (ii) if at any time payment or performance of any obligation contested by Grantor pursuant to this Section 4.3(i) shall become necessary to prevent the foreclosure (or similar action) against the Deed of Trust Property because of non-payment, Grantor shall pay or perform the same in sufficient time to prevent such foreclosure.

(ii) Except to the extent permitted by the Credit Agreement, the Grantor may not, without the prior written consent of the Beneficiary, sell, convey, assign, lease or otherwise transfer all or any part of the Trust Property.

SECTION 4.4. Insurance. The Grantor shall obtain and keep in full force and effect the Insurance Policies required by the Credit Agreement pursuant to the terms thereof.]

ARTICLE V. CONCERNING ASSIGNMENT OF LEASES AND RENTS

SECTION 5.1. Present Assignment; License to the Grantor. Section 2.2 of this Deed of Trust constitutes a present, absolute, effective, irrevocable and complete assignment by Grantor to Beneficiary of the Leases and Rents and the right, subject to applicable law, to collect all sums payable to Grantor thereunder and apply the same as Beneficiary may, in its sole discretion, determine to be appropriate to protect the security afforded by this Deed of Trust (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Trust Property), which is not conditioned upon Beneficiary being in possession of the Premises. This assignment is an absolute assignment and not an assignment for additional security only. The Beneficiary hereby grants to the Grantor, however, a license to collect and apply the Rents and to enforce the obligations of Tenants under the Leases. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by Beneficiary (such notice being hereby expressly waived by Grantor to the extent permitted by applicable law), or any action or proceeding or the intervention of a receiver appointed by a court.

SECTION 5.2. Collection of Rents by the Beneficiary.

(i) Any Rents receivable by the Beneficiary hereunder, after payment of all proper costs and expenses as Beneficiary may, in its sole discretion, determine to be appropriate (including the payment of reasonable costs and expenses in connection with the maintenance,

operation, improvement, insurance, taxes and upkeep of the Trust Property), shall be applied in accordance with the provisions of Section 8.2(ii) of this Deed of Trust. The Beneficiary shall be accountable to the Grantor only for Rents actually received by the Beneficiary. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

(ii) The Grantor hereby irrevocably authorizes and directs Tenant under each Lease to rely upon and comply with any and all notices or demands from the Beneficiary for payment of Rents to the Beneficiary (so long as such notice or demand states that an Event of Default has occurred under the Deed of Trust and is continuing as such time as said notice or demand is sent) and the Grantor shall have no claim against Tenant for Rents paid by Tenant to the Beneficiary pursuant to such notice or demand.

SECTION 5.3. Irrevocable Interest. All rights, powers and privileges of the Beneficiary herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and the Grantor shall not take any action under the Leases or otherwise which is inconsistent with this Deed of Trust or any of the terms hereof and any such action inconsistent herewith or therewith shall be void.

ARTICLE VI.

TAXES AND CERTAIN STATUTORY LIENS

SECTION 6.1. Payment of Charges. Unless and to the extent contested by the Grantor in accordance with the provisions of the Credit Agreement, the Grantor shall pay and discharge, or cause to be paid and discharged, from time to time prior to same becoming delinquent, all Charges. The Grantor shall, upon the Beneficiary's request, deliver to the Beneficiary receipts evidencing the payment of all such Charges.

SECTION 6.2. Stamp and Other Taxes. The Grantor shall pay any United States documentary stamp taxes, with interest and fines and penalties, and any deed of trust recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason hereof or the Obligations or any instrument or transaction affecting or relating to either thereof and in default thereof the Beneficiary may advance the same and the amount so advanced shall be payable by the Grantor to the Beneficiary in accordance with the provisions of Section 11.03 of the Credit Agreement hereof.

SECTION 6.3. Certain Tax Law Changes. In the event of the passage after the date hereof of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any taxes, and imposing any taxes, either directly or indirectly, on this Deed of Trust or any other Loan Document, the Grantor shall promptly pay to the Beneficiary such amount or amounts as may be necessary from time to time to pay any such taxes, assessments or other charges resulting therefrom; provided, that if any such payment or reimbursement shall be unlawful or taxable to Beneficiary, or would constitute usury or render the indebtedness wholly or partially usurious

under applicable law, the Grantor shall pay or reimburse Beneficiary for payment of the lawful and non-usurious portion thereof.

SECTION 6.4. Proceeds of Tax Claim. In the event that the proceeds of any tax claim are paid after the Beneficiary has exercised its right to foreclose the Lien hereof, such proceeds shall be paid to the Beneficiary to satisfy any deficiency remaining after such foreclosure. The Beneficiary shall retain its interest in the proceeds of any tax claim during any redemption period. The amount of any such proceeds in excess of any deficiency claim of the Beneficiary shall in a reasonably prompt manner be released to the Grantor.

ARTICLE VII.

CASUALTY EVENTS AND RESTORATION

SECTION 7.1. Casualty Event. If there shall occur any Casualty Event (or, in the case of any condemnation, taking or other proceeding in the nature thereof, upon the occurrence thereof or notice of the commencement of any proceedings therefor), the Grantor shall promptly send to the Beneficiary a written notice setting forth the nature and extent thereof. Net Cash Proceeds of each Casualty Event shall be applied, allocated and distributed in accordance with the provisions of Section 2.10 of the Credit Agreement.

SECTION 7.2. Condemnation. In the case of any taking, condemnation or other proceeding in the nature thereof, the Trustee and Beneficiary may, at its option, participate in any proceedings or negotiations which might result in any taking or condemnation and the Grantor shall deliver or cause to be delivered to the Trustee and Beneficiary all instruments reasonably requested by it to permit such participation. The Trustee and Beneficiary may be represented by counsel satisfactory to it at the reasonable expense of the Grantor in connection with any such participation. The Grantor shall pay all reasonable fees, costs and expenses incurred by the Trustee and Beneficiary in connection therewith and in seeking and obtaining any award or payment on account thereof. The Grantor shall take all steps necessary to notify the condemning authority of Beneficiary's interests in the Net Cash Proceeds of any such Casualty Event arising hereunder.

SECTION 7.3. Restoration. In the event the Grantor is permitted and so elects or is required to perform any restoration in accordance with the provisions of Section 2.10 of the Credit Agreement, the Grantor shall complete such restoration in accordance with provisions thereof.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Remedies in Case of an Event of Default. If any Event of Default shall have occurred and be continuing, the Beneficiary may at its option, in addition to any other action permitted under this Deed of Trust or the Credit Agreement or by law, statute or in equity, take one or more of the following actions to the greatest extent permitted by local law:

(i) personally, or by its agents or attorneys, (A) enter into and upon and take possession of all or any part of the Premises together with the books, records and accounts of the Grantor relating thereto and, exclude the Grantor, its agents and servants wholly therefrom, (B) use, operate, manage and control the Premises and conduct the business thereof, (C) maintain and restore the Premises, (D) make all necessary or proper repairs, renewals and replacements and such useful alterations thereto and thereon as the Beneficiary may deem advisable, (E) manage, lease and operate the Premises and carry on the business thereof and exercise all rights and powers of the Grantor with respect thereto either in the name of the Grantor or otherwise or (F) collect and receive all Rents. The Beneficiary shall be under no liability to the Grantor for or by reason of any such taking of possession, entry, removal or holding, operation or management except that any amounts so received by the Beneficiary shall be applied in accordance with the provisions of Section 8.03 of the Credit Agreement.

(ii) with or without entry, personally or by its agents or attorneys, (A) sell the Trust Property and all estate, right, title and interest, claim and demand therein at one or more sales in one or more parcels, in accordance with the provisions of Section 8.2 or (B) institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby; or

(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Credit Agreement and the other Loan Documents, or in aid of the execution of any power granted in this Deed of Trust, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Beneficiary shall elect.

SECTION 8.2. Sale of Trust Property if Event of Default Occurs; Proceeds of Sale.

(i) If any Event of Default shall have occurred and be continuing, the Beneficiary may request the Trustee to foreclose the lien of this Deed of Trust and sell the Trust Property or take such other action as may be permitted and available to the Beneficiary and/or Trustee at law or in equity for the enforcement of the Credit Agreement and realization on the Trust Property and proceeds thereon for the Obligations. The Trustee, or the agent or successor of Trustee, at the request of Beneficiary, may sell the Trust Property or any part of the Trust Property at one or more public sales at the courthouse of the county in which the Trust Property or any part of the Trust Property is situated, at public outcry, to the highest bidder for cash, and in bar of the right and equity of redemption, statutory right of redemption, homestead, dower, appraisement, stay, elective share and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor, in order to pay the amounts secured hereby and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale at least once a week for three (3) consecutive weeks preceding the date of such sale in some newspaper published in the county in which the Trust Property is located, or if no newspaper is printed in such county, then in a newspaper of general circulation therein, and by posting one notice of such sale at the courthouse where such sale is to be held. At any such public sale, Trustee may execute and deliver to the purchaser a

conveyance of the Trust Property or any part of the Trust Property in fee simple. Beneficiary shall have the right to enforce any of its remedies set forth herein without notice to Grantor, except for such notice as may be required by law. In the event of any sale under this Deed of Trust by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Trust Property may be sold as an entirety or in separate parcels and in such manner or order as Beneficiary in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Trust Property are sold or the amounts secured hereby is paid in full. Any person, including the Trustee and Beneficiary may purchase at any sale. If the amounts secured hereby are now or hereafter further secured by any security agreement, chattel mortgage, pledges, contracts of guaranty, assignments of lease or other security instruments, Beneficiary at its option may exhaust the remedies granted under any of said security instruments or this Deed of Trust either concurrently or independently, and in such order as Beneficiary may determine. Said sale may be adjourned by the Trustee, or his agent or successors, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set or last adjourned. Any sale or sales may be made by an agent acting for the Trustee and his appointment need not be in writing. In the event of any such foreclosure sale or sale under the powers herein granted, Grantor (if Grantor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to the provisions of law applicable to tenants holding over. In the event of any sale of the Trust Property as authorized herein, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of the Obligations and amounts secured hereby or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as *prima facie* evidence that the facts so stated or recited are true. 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. If any portion of the Trust 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 that portion of the Trust Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Grantor, Beneficiary, and the Secured Parties.

(ii) The proceeds of any sale made under or by virtue of this Article VIII, together with any other sums which then may be held by the Beneficiary under this Deed of Trust, whether under the provisions of this Article VIII or otherwise, shall be applied in accordance with the provisions of Section 8.03 of the Credit Agreement.

(iii) The Beneficiary (on behalf of any Secured Party or on its own behalf) or any Lender or any of their respective Affiliates may bid for and acquire the Trust Property or any part thereof at any sale made under or by virtue of this Article VIII and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts (whether or not then due) owing to the Beneficiary, or such Lender in respect of the Obligations, after deducting from the sales price the expense of the sale and the reasonable costs of the action or proceedings and any other sums that the Beneficiary or such Lender is authorized to deduct under this Deed of Trust.

SECTION 8.3. Additional Remedies in Case of an Event of Default.

(i) The Beneficiary shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof and, to the extent permitted by applicable law, the right of the Beneficiary to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of, or absolute conveyance pursuant to, this Deed of Trust. In case of proceedings against the Grantor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Beneficiary shall be entitled to prove the whole amount of principal and interest and other payments, charges and costs due in respect of the Obligations to the full amount thereof without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Trust Property; provided, however, that in no case shall the Beneficiary receive a greater amount than the aggregate of such principal, interest and such other payments, charges and costs (with interest at the Default Rate) from the proceeds of the sale of the Trust Property and the distribution from the estate of the Grantor.

(ii) Any recovery of any judgment by the Beneficiary and any levy of any execution under any judgment upon the Trust Property shall not affect in any manner or to any extent the Lien and security interests created and evidenced hereby upon the Trust Property or any part thereof, or any conveyances, powers, rights and remedies of the Beneficiary hereunder, but such conveyances, powers, rights and remedies shall continue unimpaired as before.

(iii) Any monies collected by the Beneficiary under this Section 8.3 shall be applied in accordance with the provisions of Section 8.2(ii).

SECTION 8.4. Legal Proceedings After an Event of Default.

(i) After the occurrence of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, the Grantor shall enter its voluntary appearance in such action, suit or proceeding.

(ii) Upon the occurrence and during the continuance of an Event of Default, the Beneficiary shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Obligations or the solvency or insolvency of any person or entity then legally or equitably liable for the Obligations or any portion thereof. The Grantor hereby consents to the appointment of such receiver. Notwithstanding the appointment of any receiver, the Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Credit Agreement to the Beneficiary.

(iii) Subject to Grantor's right to require that it has received any notice specifically provided for in this Deed of Trust or any of the Loan Documents or required by any applicable law, which rights Grantor expressly reserves, the Grantor shall not (A) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Trust Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance hereof, (B) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Trust Property, or any part thereof, prior to any sale or sales of the Trust Property which may be made pursuant to this Deed of Trust, or pursuant to any decree, judgment or order of any court of competent jurisdiction or (C) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable law, the Grantor hereby expressly (A) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of limitations applicable to this Deed of Trust, (B) waives any and all rights to trial by jury in any action or proceeding related to the enforcement hereof, (C) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with this Deed of Trust and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and (D) covenants not to hinder, delay or impede the execution of any power granted or delegated to the Beneficiary and or Trustee by this Deed of Trust but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Beneficiary shall not be liable for any incorrect or improper payment made pursuant to this Article VIII in the absence of gross negligence or willful misconduct.

SECTION 8.5. Remedies Not Exclusive. No remedy conferred upon or reserved to the Beneficiary and/or Trustee by this Deed of Trust is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust or now or hereafter existing at law or in equity. Any delay or omission of the Beneficiary to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Deed of Trust may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by the Beneficiary in such order and manner as the Beneficiary, in its sole discretion, may elect. If the Beneficiary accepts any monies required to be paid by the Grantor under this Deed of Trust after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Deed of Trust or to declare an Event of Default with regard to subsequent defaults. If the Beneficiary accepts any monies required to be paid by the Grantor under this Deed of Trust in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of the Grantor to pay the entire sum then due, and the Grantor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account.

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SECTION 8.6. Limitation on Remedies. Notwithstanding anything to the contrary in this Article VIII, the Collateral Agent shall not exercise any remedies in the Collateral except in accordance with Section 8.01 of the Credit Agreement.

ARTICLE IX.

SECURITY AGREEMENT AND FIXTURE FILING

SECTION 9.1. Security Agreement. To the extent that the Trust Property includes personal property or items of personal property which are or are to become fixtures under applicable law, this Deed of Trust shall also be construed as a security agreement under the UCC and the Grantor hereby pledges, gives, transfers, assigns and grants a security interest in such portion of the Trust Property to the Beneficiary; and, upon and during the continuance of an Event of Default, the Beneficiary shall be entitled with respect to such personal property to exercise all remedies hereunder, all remedies available under the UCC with respect to fixtures and all other remedies available under applicable law. Without limiting the foregoing, such personal property may, at the Beneficiary's option, (i) be sold hereunder together with any sale of any portion of the Trust Property or otherwise, (ii) be sold pursuant to the UCC, or (iii) be dealt with by the Beneficiary in any other manner permitted under applicable law. The Beneficiary may require the Grantor to assemble such personal property and make it available to the Beneficiary at a place to be designated by the Beneficiary. The Grantor acknowledges and agrees that a disposition of the personal property in accordance with the Beneficiary's rights and remedies in respect to the Trust Property as heretofore provided is a commercially reasonable disposition thereof; provided, however, that the Beneficiary shall give the Grantor not less than ten (10) days' prior notice of the time and place of any intended disposition.

SECTION 9.2. Fixture Filing. To the extent that the Trust Property includes items of personal property which are or are to become fixtures under applicable law, and to the extent permitted under applicable law, the filing hereof in the real estate records of the county in which such Trust Property is located shall also operate from the time of filing as a fixture filing with respect to such Trust Property, and the following information is applicable for the purpose of such fixture filing, to wit:

<p>Name and Address of the debtor:</p> <p>The Grantor having the address described in the Preamble hereof.</p> <p>The Grantor is a Mississippi corporation organized under the laws of the State of Mississippi whose Organization Number is 657672, and whose Taxpayer Identification Number is 64-0901141.</p>	<p>Name and Address of the secured party:</p> <p>The Beneficiary having the address described in the Preamble hereof, from which address information concerning the security interest may be obtained.</p>
<p>This Financing Statement covers the following types or items of property:</p> <p>The Trust Property.</p> <p>This instrument covers goods or items of personal property which are or are to</p>	

become fixtures upon the property.

The name of the record owner of the Property on which such fixtures are or are to be located is the Grantor.

In addition, Grantor authorizes the Beneficiary to file appropriate financing and continuation statements under the UCC in effect in the jurisdiction in which the Trust Property is located as may be required by law in order to establish, preserve and protect the liens and security interests intended to be granted to the Beneficiary pursuant to this Deed of Trust in the Trust Property.

ARTICLE X.

FURTHER ASSURANCES

SECTION 10.1. Recording Documentation To Assure Security. Upon request of Beneficiary, the Grantor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Deed of Trust and any financing statement, continuation statement or similar instrument relating to any thereof or to any property intended to be subject to the Lien hereof to be filed, registered and recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the validity and priority thereof or the Lien hereof purported to be created upon the Trust Property and the interest and rights of the Beneficiary therein. The Grantor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

SECTION 10.2. Further Acts. The Grantor shall, at the sole cost and expense of the Grantor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as the Beneficiary and/or Trustee shall from time to time reasonably request, which may be necessary in the judgment of the Beneficiary and/or Trustee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto the Beneficiary, the property and rights hereby conveyed or assigned or which the Grantor may be or may hereafter become bound to convey or assign to the Beneficiary or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Without limiting the generality of the foregoing, in the event that the Beneficiary and/or Trustee desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Deed of Trust and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other person therefor, then, upon the reasonable request of the Beneficiary and/or Trustee, the Grantor agrees to use its best efforts to assist and aid the Beneficiary and/or Trustee to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers. In the event the Grantor shall fail after demand to execute any instrument or take any action required to be executed or taken by the Grantor under this Section 10.2, the Beneficiary and/or Trustee may execute or take the same as the attorney-in-fact for the Grantor, such power of attorney being coupled with an interest and is irrevocable.

SECTION 10.3. Additional Security. Without notice to or consent of the Grantor and without impairment of the Lien and rights created by this Deed of Trust, the Beneficiary and/or Trustee may accept (but the Grantor shall not be obligated to furnish) from the Grantor or from any other person, additional security for the Obligations. Neither the giving hereof nor the acceptance of any such additional security shall prevent the Beneficiary from resorting, first, to such additional security, and, second, to the security created by this Deed of Trust without affecting the Beneficiary's and Trustee's Lien and rights under this Deed of Trust.

ARTICLE XI.

MISCELLANEOUS

SECTION 11.1. Covenants To Run with the Land. All of the grants, covenants, terms, provisions and conditions in this Deed of Trust shall run with the Land and shall apply to, and bind the successors and assigns of, the Grantor. If there shall be more than one Grantor with respect to the Trust Property, the covenants and warranties hereof shall be joint and several.

SECTION 11.2. No Merger. The rights and estate created by this Deed of Trust shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by the Beneficiary unless the Beneficiary shall have consented to such merger in writing.

SECTION 11.3. Concerning Beneficiary.

(i) The Beneficiary has been appointed as Collateral Agent pursuant to the Credit Agreement. The actions of the Beneficiary hereunder are subject to the provisions of the Credit Agreement. The Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Trust Property), in accordance with this Deed of Trust and the Credit Agreement. The Beneficiary may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Beneficiary may resign and a successor Beneficiary may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Beneficiary by a successor Beneficiary, that successor Beneficiary shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Beneficiary under this Deed of Trust, and the retiring Beneficiary shall thereupon be discharged from its duties and obligations under this Deed of Trust. After any retiring Beneficiary's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was the Beneficiary.

(ii) The Beneficiary shall be deemed to have exercised reasonable care in the custody and preservation of the Trust Property in its possession if such Trust Property is accorded treatment substantially equivalent to that which the Beneficiary, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Beneficiary nor any of the Secured Parties shall have responsibility for taking any necessary steps to preserve rights against any person with respect to any Trust Property.

(iii) The Beneficiary shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Deed of Trust and its duties hereunder, upon advice of counsel selected by it.

(iv) With respect to any of its rights and obligations as a Lender, the Beneficiary shall have and may exercise the same rights and powers hereunder. The term "Lenders," "Lender" or any similar terms shall, unless the context clearly otherwise indicates, include the Beneficiary in its individual capacity as a Lender. The Beneficiary may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Grantor or any Affiliate of the Grantor to the same extent as if the Beneficiary were not acting as Collateral Agent.

(v) If any portion of the Trust Property also constitutes collateral granted by any Loan Party to the Beneficiary to secure the Obligations under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Beneficiary, in its sole discretion, shall select which provision or provisions shall control.

SECTION 11.4. Beneficiary May Perform; Beneficiary Appointed Attorney-in-Fact. If the Grantor shall fail to perform any covenants contained in this Deed of Trust (including, without limitation, the Grantor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder or under the Credit Agreement, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of the Grantor under any Trust Property) or if any warranty on the part of the Grantor contained herein shall be breached, the Beneficiary may (but shall not be obligated to), after notice to Grantor, do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Beneficiary shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which the Grantor fails to pay or perform as and when required hereby and which the Grantor does not contest in accordance with the provisions of the Credit Agreement. Any and all amounts so expended by the Beneficiary shall be paid by the Grantor in accordance with the provisions of Section 11.03 of the Credit Agreement. Neither the provisions of this Section 11.4 nor any action taken by the Beneficiary pursuant to the provisions of this Section 11.4 shall prevent any such failure to observe any covenant contained in this Deed of Trust nor any breach of warranty from constituting an Event of Default. The Grantor hereby appoints the Beneficiary and Trustee its attorney-in-fact, 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 and/or Trustee's discretion to take any action and to execute any instrument consistent with the terms hereof and the other Loan Documents which the Beneficiary and/or Trustee may deem necessary or advisable to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 11.5. Continuing Security Interest; Assignment. This Deed of Trust shall create a continuing Lien on and security interest in the Trust Property and shall (i) be binding upon the Grantor, its permitted successors and assigns and (ii) inure, together with the rights and remedies of the Beneficiary and Trustee hereunder, to the benefit of the Beneficiary for the benefit of the Secured Parties and each of their respective permitted successors, transferees and assigns. No other persons (including, without limitation, any other creditor of any Loan Party) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Lender may assign or otherwise transfer any indebtedness held by it secured by this Deed of Trust to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender, herein or otherwise, subject, however, to the provisions of the Credit Agreement.

SECTION 11.6. Termination; Release. When all the Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, this Deed of Trust shall terminate. Upon termination hereof or any release of the Trust Property or any portion thereof in accordance with the provisions of the Credit Agreement, the Beneficiary and/or Trustee (as may be required by applicable law) shall, upon the request and at the sole cost and expense of the Grantor, forthwith assign, transfer and deliver to the Grantor, against receipt and without recourse to or warranty by the Beneficiary or Trustee, such of the Trust Property to be released (in the case of a release) as may be in possession of the Beneficiary or Trustee and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Trust Property, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Trust Property, as the case may be.

SECTION 11.7. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by the Grantor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Credit Agreement and unless in writing and signed by the Beneficiary and/or Trustee (as may be required by applicable law). Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by the Grantor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Deed of Trust or any other Loan Document, no notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

SECTION 11.8. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, if to the Grantor or the Beneficiary, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 11.8.

SECTION 11.9. GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS DEED OF TRUST SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF TRUST PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE. GRANTOR AGREES THAT SERVICE OF PROCESS IN ANY PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO BORROWER AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE BENEFICIARY SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. IF ANY AGENT APPOINTED BY GRANTOR REFUSES TO ACCEPT SERVICE, GRANTOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF BENEFICIARY TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.10. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 11.11. Relationship. The relationship of the Beneficiary to the Grantor hereunder is strictly and solely that of lender and borrower and Grantor and Beneficiary and nothing contained in the Credit Agreement, this Deed of Trust or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Beneficiary and the Grantor other than as lender and borrower and Grantor and Beneficiary.

SECTION 11.12. No Credit for Payment of Taxes or Impositions. The Grantor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Credit Agreement, and the Grantor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Charge on the Trust Property or any part thereof.

SECTION 11.13. No Claims Against the Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by the Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property

in respect of the Premises or any part thereof, nor as giving the Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Beneficiary in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 11.14. Beneficiary's Right To Sever Indebtedness.

(i) The Grantor acknowledges that (A) the Trust Property does not constitute the sole source of security for the payment and performance of the Obligations and that the Obligations are also secured by property of the Grantor and its Affiliates in other jurisdictions (all such property, collectively, the "Collateral"), (B) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement and (C) the Grantor intends that the Beneficiary have the same rights with respect to the Trust Property, in foreclosure or otherwise, that the Beneficiary would have had if each item of Collateral had been secured, mortgaged or pledged pursuant to a separate credit agreement, mortgage or security instrument. In furtherance of such intent, the Grantor agrees that the Beneficiary may at any time by notice (an "Allocation Notice") to the Grantor allocate a portion (the "Allocated Indebtedness") of the Obligations to the Trust Property and sever from the remaining Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to the Trust Property, the Obligations hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate loan obligation of the Grantor unrelated to the other transactions contemplated by the Credit Agreement, any other Loan Document or any document related to any thereof. To the extent that the proceeds on any foreclosure of the Trust Property shall exceed the Allocated Indebtedness, such proceeds shall belong to the Grantor and shall not be available hereunder to satisfy any Obligations of the Grantor other than the Allocated Indebtedness. In any action or proceeding to foreclose the Lien hereof or in connection with any power of sale, foreclosure or other remedy exercised under this Deed of Trust commenced after the giving by the Beneficiary of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Obligations hereby secured, and the Grantor may introduce, by way of defense or counterclaim, evidence thereof in any such action or proceeding. Notwithstanding any provision of this Section 11.14, the proceeds received by the Beneficiary pursuant to this Deed of Trust shall be applied by the Beneficiary in accordance with the provisions of Section 8.2(ii) hereof.

(ii) The Grantor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Obligations under any statute or rule of law now or hereafter in effect which provides that foreclosure of the Lien hereof or other remedy exercised under this Deed of Trust constitutes the exclusive means for satisfaction of the Obligations or which makes unavailable a deficiency judgment or any subsequent remedy because the Beneficiary elected to proceed with a power of sale foreclosure or such other remedy or because of any failure by the Beneficiary to comply with laws that prescribe conditions to the entitlement to a deficiency judgment. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that the Beneficiary is not entitled to a deficiency judgment, the Grantor shall not (A) introduce in any other jurisdiction such judgment as a defense to enforcement against the Grantor of

any remedy in the Credit Agreement or any other Loan Document or (B) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered.

(iii) In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 11.14, including, without limitation, any amendment to this Deed of Trust, any substitute promissory note or affidavit or certificate of any kind, the Beneficiary may execute, deliver or record such instrument as the attorney-in-fact of the Grantor. Such power of attorney is coupled with an interest and is irrevocable.

Notwithstanding anything set forth herein to the contrary, the provisions of this Section 11.14 shall be effective only to the maximum extent permitted by law.

ARTICLE XII.

LEASES

SECTION 12.1. Grantor's Affirmative Covenants with Respect to Leases.

With respect to each Lease, the Grantor shall:

- (i) observe and perform in all material respects all the obligations imposed upon the Landlord under such Lease if the failure to so comply could reasonably be expected to result in a Material Adverse Effect;
- (ii) promptly send copies to the Beneficiary of all notices of default which the Grantor shall send or receive thereunder; and
- (iii) enforce all of the material terms, covenants and conditions contained in such Lease upon the part of the Tenant thereunder to be observed or performed if the failure to so enforce could reasonably be expected to have a Material Adverse Effect.

SECTION 12.2. Grantor's Negative Covenants with Respect to Leases. With respect to each Lease, the Grantor shall not, without the prior written consent of the Beneficiary:

- (i) receive or collect, or permit the receipt or collection of, any Rent under such Lease more than three (3) months in advance of the respective period in respect of which such Rent is to accrue, except:
 - (A) in connection with the execution and delivery of such Lease (or of any amendment to such Lease), Rent thereunder may be collected and received in advance in an amount not in excess of three (3) months Rent;
 - (B) the amount held by Landlord as a reasonable security deposit thereunder; and
 - (C) any amount received and collected for escalation and other charges in accordance with the terms of such Lease;

(ii) assign, transfer or hypothecate (other than to the Beneficiary hereunder) any Rent under such Lease whether then due or to accrue in the future or the interest of the Grantor as Landlord under such Lease;

(iii) enter into any amendment or modification of any Lease if the same would not comply with clause (iii) of the definition of Permitted Collateral Liens or could reasonably be expected to result in a Material Adverse Effect;

(iv) terminate (whether by exercising any contractual right of the Grantor to recapture leased space or otherwise) or permit the termination of such Lease or accept surrender of all or any portion of the space demised under such Lease prior to the end of the term thereof or accept assignment of such Lease to the Grantor unless the same would not cause a Property Material Adverse Effect or;

(v) waive, excuse, condone or in any manner discharge or release any Tenants of or from the obligations of such Tenants under their respective Leases or guarantors of Tenants from obligations under any guarantees of the Leases unless either (a) Tenant is an Affiliate of Grantor or (b) the same would not cause a Property Material Adverse Effect.

LOCAL LAW PROVISIONS

Resignation; Removal of Trustee. Trustee may resign at any time with prior written notice to Beneficiary. In the event of the resignation or death of Trustee, or Trustee's failure, refusal or inability, for any reason, to make any sale or to perform any of the trusts herein declared, or, at the option of Beneficiary, without cause, Beneficiary may appoint, orally or in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. Such appointment may be made on behalf of Beneficiary by any authorized officer or agent of Beneficiary. In the event of the resignation or death of any substitute trustee, or such substitute trustee's failure, refusal or inability to make any sale or perform such trusts, or, at the option of Beneficiary, without cause, successive substitute trustees may thereafter, from time to time, be appointed in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed trustee in the first paragraph of this Deed of Trust or substitute trustee hereunder at the time in question. Any substitution of Trustee shall be properly recorded and notice duly given pursuant to Section 89-5-45 of the Mississippi Code of 1972 and amendments, if any, thereto.

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IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be duly executed and delivered under seal the day and year first above written.

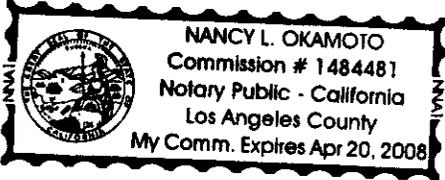
GREEN VALLEY HOLDING, INC., as Grantor

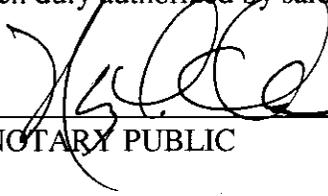
By: 

Name: Richard A. Bloom
Title: CEO and President

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of October, 2005, within my jurisdiction, the within named RICHARD A BLOM, duly identified before me, who acknowledged that [s]he is CEO AND PRESIDENT of Green Valley Holding, Inc., a Mississippi corporation and that for and on behalf of said corporation, and as its act and deed, [s]he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.





NOTARY PUBLIC

My Commission expires:

April 20, 2008

Schedule A

All that tract or parcel of land lying and being a part of DeSoto County, Mississippi, more particularly described as follows:

Lots 23, 24, 25, and the West 30 feet of Lot 22, Holiday Industrial Park, in Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 10, pages 10-13, and revised in Plat Book 14, pages 11-15, in the office of Chancery Clerk of DeSoto County, Mississippi, and more particularly described as: ~~BEGINNING at a point on the South side of Green Valley Drive (an 80 foot right of way) 783 feet East of the center line of Bethel Road (a 106 right of way), said point being the Northeast corner of the subject property and being 10 feet South of a mark found on the curb; thence, South leaving Green Valley Drive, at a 90 degree angle, a distance of 479.50 feet to a point in the North right of way of a 25 foot railroad easement; thence, Westwardly at an internal angle of 90 degrees, a distance of 730 feet to a point in the East right of way Bethel Road (also known as Hacks Cross Road); thence, Northwardly at an internal angle of 90 degrees along the East right of way of Bethel Road, a distance of 439.50 feet to a point of curvature; thence along a curve to the right having a radius of 40 feet, a central angle of 90 degrees and length of curve of 62.83 feet to the point of tangency with the South right of way line of Green Valley Drive; thence Eastwardly along said right of way line 690 feet to the point of beginning.~~

BK 2,392 P6 442

Schedule B

Each of the liens and other encumbrances excepted as being prior to the Lien hereof as set forth in Schedule B to the marked Pro Forma Policy 04-3706-12107-MS(1) issued by Fidelity National Title Insurance Company, dated as of the date hereof and delivered to Collateral Agent on the date hereof.

Schedule C

BK 2,392 PG 443

Indexing Instructions

Lots 23,24,25 and the west 30 feet of lot 22, Holiday Industrial Park, Section 24, Township 1 South, Range 6 West, DeSoto County, MS.