

PREPARED BY & RETURN TO:

Treva L. McInnis (MS Bar # 10485)
Wells, Moore, Simmons & Hubbard, PLLC
P. O. Box 1970
Jackson, MS 39215
(601)-354-5400

GRANTOR:

MM LOUISIANA, INC.
1000 Red Fern Place
Flowood, MS 39232
(601) 936-3666

INDEXING INSTRUCTIONS:

Lots 11-60 (inclusive), Phase II,
Weatherstone Subdivision, Plat Book 79,
Pages 47-49, Section 30, Township 1 South,
Range 8 West, DeSoto County, Mississippi

GRANTEE:

TRUSTMARK NATIONAL BANK,
BENEFICIARY
248 E. Capitol St.
Jackson, MS 39201
(601) 208-6460

STATE OF MISSISSIPPI
COUNTY OF DESOTO

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

DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS

FROM

MM LOUISIANA, INC., GRANTOR

1000 Red Fern Place

Flowood, MS 39232

Address

TELEPHONE: (601) 936-3666

TO

TRUSTMARK NATIONAL BANK, BENEFICIARY

248 E. Capitol Street

Jackson, Mississippi 39201

Address

TELEPHONE: (601) 208-6460

Indexing Instruction:

This instrument covers Lots 11-60 (inclusive), Phase II, Weatherstone Subdivision, a subdivision according to a plat thereof at Plat Book 79, Pages 47-49, Section 30, T 1 S, R 8 W, DeSoto County, Mississippi

This instrument was prepared by, and after recording should be returned to:

Robert D. Drinkwater

P. O. Drawer 119

Jackson, MS 39205

Telephone: (601) 948-3101

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

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made and entered into as of the 26th day of May, 2010, by and among MM Louisiana, Inc., a Louisiana corporation ("Grantor") and whose address is P.O. Box 320009, Flowood, MS 39232-0009, T. Harris Collier, III, hereinafter "Trustee"; and Trustmark National Bank, whose address is 248 E. Capitol Street, Jackson, Mississippi 39205, hereinafter "Beneficiary."

Grantor is indebted to Beneficiary in the sum of up to \$21,000,000.00 in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain guaranty (the "Guaranty") executed by Grantor in favor of Beneficiary, with final payment being due on or before April 1, 2013; and

Grantor is executing this Deed of Trust to secure the following (all of which will be collectively referred to herein as "Obligations"): payment of the Guaranty and all interest and late charges thereon and all extensions, renewals and amendments thereof; the payment of any additional or future advances to Grantor or Inn of Jacksonville-Airport, Inc. ("Borrower"), with interest, and all extensions and renewals thereof; the payment of taxes and assessments, insurance premiums, costs of repairs or improvements and any other obligation or amount due and payable or which may become due and payable under this Deed of Trust, the Guaranty or any other agreement between Grantor or Borrower and Beneficiary; the payment of any and all other indebtedness and liabilities of Grantor or Borrower to Beneficiary of every kind and description, direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising, and howsoever evidenced; the payment of any attorneys' fees, Trustee's fees or any other amounts incurred by Beneficiary to enforce the Guaranty, this Deed of Trust or any other agreement executed in connection with the Guaranty, or to protect Beneficiary's interest thereunder; and the performance by Grantor of all of the agreements contained in this Deed of Trust and any other agreement between Beneficiary and Grantor or Borrower;

NOW THEREFORE, in consideration of the existing and future Obligations and other good and valuable consideration, Grantor hereby conveys and warrants unto Trustee, the property described in Exhibit "A" attached hereto and made a part hereof, subject and subordinate only to those matters more particularly set forth in Exhibit "B" attached hereto and made a part hereof; together with any and all improvements and goods that are or may become fixtures now or hereafter located thereon, or on any part or parcel thereof, and all additions, substitutions and replacements thereof; and together with all rights, privileges, easements, rights of way, appurtenances, streets, and roadways now or hereafter pertaining to the hereinabove described property (all of which shall be collectively referred to herein as the "Property").

Grantor and Beneficiary hereby agree as follows:

1. Taxes; Insurance. Grantor shall pay when due all taxes and assessments, general or special, and other obligations which may be levied or assessed upon, or which may be asserted as a lien on, the Property or which, if not paid, may be asserted as a lien on the Property and all taxes on this Deed of Trust or Beneficiary, hereinafter enacted arising out of this Deed of Trust or the indebtedness secured hereby. Grantor shall keep the Property insured at all times against loss or damage by fire, storm, flood (if applicable), all hazards within the term "extended coverage," and such other hazards as Beneficiary may direct in an amount equal to 100 percent of the replacement cost of the Property or in such amount as may be approved by Beneficiary, with an insurance company which is satisfactory to Beneficiary. All policies of insurance shall contain standard mortgagee clauses in favor of Beneficiary and shall provide that same not be cancelled or modified without 30 days prior written notice to Beneficiary. In the event Grantor fail to pay or cause to be paid said taxes and assessments or to keep the Property insured, then Beneficiary may pay said taxes and assessments, redeem the Property from any tax sale and insure the Property at the expense of Grantor.

In addition to all other amounts payable pursuant to the Guaranty and this Deed of Trust, upon request of Beneficiary, Grantor will pay or cause to be paid each month to Beneficiary a pro rata portion of the amount estimated by Beneficiary to be sufficient to pay all taxes, assessments, and charges levied on the Property, all insurance required by this Deed of Trust and all other Obligations for which Grantor is liable to Beneficiary so that Beneficiary will have sufficient funds on hand to pay same at least 30 days prior to the due dates thereof. Amounts paid to Beneficiary for estimated taxes, assessments, charges and insurance will be held without the payment of interest thereon.

In event of loss or damage to the Property by fire or other hazard that involves a repair cost of in excess of \$250,000, Grantor will give immediate notice to Beneficiary, who may make proof of loss if not made promptly by Grantor. Any insurer is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds or any part thereof may be applied by Beneficiary at its option either to payment of the Obligations in such manner as Beneficiary may elect or to the restoration or repair of the Property in such manner as Beneficiary may elect after first being applied to payment of any costs of collection. Beneficiary, in its discretion, shall have the right, in the name of Grantor, to demand, adjust, sue for, compromise or settle any claims for, and collect any amounts due under any insurance policies.

If Beneficiary shall, in any manner, acquire title to the Property, Beneficiary shall become the owner of all casualty insurance policies owned by Grantor, if any, with the sole right to collect and retain all unearned premiums, dividends and proceeds thereof, with Grantor being entitled only to a credit against the Obligations of any amount paid to Beneficiary upon Beneficiary's cancellation of such insurance.

2. Assignment of Leases and Rents. All leases, rents, revenues, profits, and concessions derived from the use or occupancy of the Property or any part thereof are hereby specifically and unconditionally assigned to Beneficiary as collateral for the Obligations. However, prior to default, Grantor shall have a license to collect and receive the rents, revenues, and profits. Grantor will fully and timely perform their obligations under any lease of or

agreement to lease the Property or any part thereof (hereafter collectively referred to as a "Lease") and will enforce (without termination) any such Lease. Without the prior written consent of Beneficiary, Grantor will not (a) modify the terms of any Lease of the Property or any part thereof; (b) permit the prepayment of rent under any Lease for more than 30 days, advance deposits for hotels rooms and facilities excepted; (c) accept the surrender of any Lease or waive or release any lessee or guarantor from any obligation thereunder; or (d) permit the assignment of any lease or the sublease of any of the lessee's rights thereunder.

3. Maintenance of Property. Grantor agree to keep or cause to be kept the Property in first class condition, reasonable wear and tear excepted, and in compliance with all governmental laws, rules and regulations and shall not permit or commit any removal, waste, impairment, deterioration, demolition, alteration or abandonment thereof) (other than removal of obsolete or worn items of furniture, furnishings and equipment if replaced by items of equal or greater value) or permit any use of the Property in violation of any law, in a manner which could invalidate any insurance on the Property, or which could result in an uninsured loss. Beneficiary may inspect and perform tests on the Property at any time. Beneficiary shall have the right at its option to make needed repairs or improvements to the Property at the expense of Grantor.

4. Advances. Beneficiary shall have the right, but not the obligation, to make any payment or take any action for which Grantor is obligated hereunder. Any amount or expense, or other obligation paid or incurred by Beneficiary for or on behalf of Grantor (including, but not limited to, taxes, assessments, and other obligations, insurance premiums, expenses of managing the Property, costs of repairs or improvements, attorneys' fees, court costs and Trustee's fees) shall be included within the definition of the term "Obligations," shall be secured hereby, shall bear interest at the highest rate borne by the promissory notes secured by the Guaranty and shall be due and payable by Grantor upon demand by Beneficiary.

5. Condemnation. Grantor hereby transfers and assigns to Beneficiary any and all judgments, awards of damages and settlements resulting from any and all actual or threatened condemnation proceedings with respect to or for any damage (whether caused by such condemnation or otherwise) to the Property or any part thereof. Grantor shall promptly give Beneficiary notice of any actual or threatened condemnation proceeding which may affect the Property. Beneficiary is hereby authorized on behalf of, and in the name of, Grantor to appear and participate in any such proceeding, at Grantor's expense, and to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary shall apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, to the Obligations in such manner as Beneficiary elects or to the restoration or repair of the Property in such manner as Beneficiary may elect.

6. Power of Sale. This conveyance, however, is in trust to secure the payment and performance of the Obligations. If there shall be a default or event of default under any of the Obligations, following any required notice and reasonable opportunity to cure, not in excess of 15 days, then all of the Obligations shall, at the option of Beneficiary, become due and payable without notice to Grantor, and Trustee shall, at the request and at the option of Beneficiary, sell the Property or a sufficiency thereof, to satisfy the Obligations at public outcry to the highest bidder for cash or on such other terms as Trustee may elect. Sale of the Property

shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting notice of sale for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original Grantor in this Deed of Trust. Grantor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972, and Section 111 of the Constitution of the State of Mississippi, as far as such provisions restrict the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Property herein conveyed as a whole, regardless of how it is described. If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Grantor and Beneficiary. Any officer of Beneficiary may declare Grantor to be in default and request Trustee to sell the Property. Beneficiary shall have the same right to purchase the Property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust. At any sale hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time Trustee shall make said adjournment. Trustee shall have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose and said appointment need not be in writing or recorded. Out of the proceeds arising from said sale, the costs and expenses of preparing the Property for and conducting the sale and enforcing this Deed of Trust, including a reasonable Trustee's fee, the attorneys' fee prescribed in the Guaranty and this Deed of Trust, and all reasonable costs and expenses of any person engaged to inspect the Property or to examine or insure title thereto, shall first be paid, next, the amount of the Obligations then remaining unpaid shall be paid, and, lastly, any balance remaining shall be paid to Grantor or to any other person lawfully entitled thereto. Grantor shall remain liable for any deficiency on the Obligations incurred by them. Notwithstanding the foregoing, Beneficiary may sue and recover judgment on the Obligations or any part thereof without first requesting Trustee to exercise the power of sale granted hereunder and may seek to collect any judgment so obtained by exercising the power of sale hereunder. If instituting suit on the Obligations or any part thereof, Beneficiary may later abandon, stay or postpone such suit and request Trustee to exercise the power of sale granted hereunder and thereafter recover judgment on the Obligations to the extent remaining unsatisfied. The power of sale granted hereunder may be exercised, at Beneficiary's discretion, as to all or any part of the Property, and Beneficiary may sue and recover judgment on the Obligations to the extent remaining unsatisfied after the sale. Neither institution of suit on the Obligations or any part thereof nor exercise of the power of sale granted hereunder as to less than all of the Property shall affect this Deed of Trust as to the Property not sold pursuant to the power of sale granted hereunder.

Following a default hereunder, notwithstanding any provision of this Deed of Trust, Beneficiary shall have the right to conduct tests on the Property to ensure that the Property has not been subjected to any Hazardous Substance, and if Beneficiary's testing reveals the presence or risk of any Hazardous Substances, Beneficiary shall have no obligation to exercise any right to sell or foreclose on the Property or any part thereof pursuant to this Deed of Trust.

7. Security Interest. Grantor hereby grants unto Beneficiary and Trustee on behalf of Beneficiary a security interest in all of Grantor's right, title and interest in all

equipment, fixtures, goods and other personal property now or hereafter attached to, located on or used in connection with the Property or any part thereof, together with all of Grantor's right, title and interest in all books and records; accounts; general intangibles (including trade names, licenses, permits and approvals); claims and awards; damages; instruments; chattel paper; deposit accounts, deposits and other benefits (owned by Grantor) of or arising out of the use, operation or occupation thereof or of the Property, and all replacements, substitutions, accessions and additions to and all proceeds and products of any of the foregoing (all of the foregoing hereafter referred to as the "Personal Property"). Beneficiary and Trustee are hereby authorized to take all actions necessary to perfect and protect the security interest created herein including filing financing and continuation statements, and amendments thereto in any filing office deemed appropriate by Beneficiary or Trustee. Upon the occurrence of a default, Trustee may proceed as to both the Property and Personal Property in accordance with Trustee's rights and remedies in respect to the Property as set forth above, or alternatively, Trustee on behalf of Beneficiary or Beneficiary may proceed under the applicable Uniform Commercial Code provisions as to the Personal Property or any part thereof. In the event Trustee or Beneficiary elects to proceed under the Uniform Commercial Code as to the Personal Property or any part thereof, Trustee or Beneficiary may exercise all rights of enforcement under the Uniform Commercial Code, including, but not limited to, entering upon the Property to take possession of, assemble and collect such Personal Property or render it unusable or requiring Grantor to assemble such Personal Property and make it available to Trustee or Beneficiary at a place to be designated by Trustee or Beneficiary which is reasonably convenient to all parties. Unless otherwise required by the Uniform Commercial Code, Trustee or Beneficiary will give Grantor reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of such Personal Property is to be made. The requirements of reasonable notice for the purposes of this provision shall be met if such notice is mailed postage prepaid to the address of Grantor set forth herein at least 10 days before the time of the sale or other disposition. At any public or private sale, such Personal Property may be sold for cash or on such other terms as Trustee or Beneficiary may deem commercially reasonable. The proceeds of disposition of any Personal Property shall be applied as provided in the Uniform Commercial Code. The expenses of retaking, holding, preparing for sale, selling and the like shall include Trustee's fees, the fees and expenses incurred by Trustee and Beneficiary and their reasonable attorneys' fees.

8. Attorneys Fees and Costs. Grantor promises to pay any attorneys' fees provided for in the Guaranty and this Deed of Trust and the Trustee's fee provided for in this Deed of Trust. If no attorneys' fee is expressly provided in the Guaranty, Grantor agrees to pay a reasonable attorneys' fee and all costs incurred by Beneficiary in connection with this Deed of Trust including, but not limited to, any litigation to protect the priority and validity of this Deed of Trust or in seeking to have this Deed of Trust reformed by judicial proceedings, all of which shall be due and payable on demand, shall be secured hereby and shall bear interest from the date of demand until paid or reimbursed at the highest rate set forth in the promissory notes secured by the Guaranty.

9. Defeasance. If the Obligations are paid and performed in full, Beneficiary agrees to cancel this Deed of Trust upon the records. Grantor agrees to pay all usual and necessary costs incident to such cancellation.

10. Performance of Prior Liens. If this Deed of Trust is subordinate to any other deed of trust or lien of any kind, Grantor shall faithfully perform all of the obligations under such prior deed of trust or lien. Beneficiary may, in the event of a default under the prior deed of trust or lien, at its option and without notice, declare the amounts secured by this Deed of Trust immediately due and payable, and with or without acceleration, pay or perform any such defaulted deed of trust or lien, and any costs in connection therewith shall be due and payable on demand, shall be secured hereby and shall bear interest from the date of demand until paid or reimbursed at the highest rate set forth in the promissory notes secured by the Guaranty.

11. Change in Ownership. Grantor shall not, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, voluntarily or involuntarily: (a) dissolve, liquidate or terminate; (b) permit any change to occur in the legal or beneficial ownership of either Grantor; or (c) merge or consolidate with any other entity.

12. Default; Remedies. Grantor shall be in default hereunder if, following notice and reasonable opportunity to cure, not in excess of 15 days, Grantor shall (a) fail to pay when due any amount payable to Beneficiary pursuant to the Guaranty or this Deed of Trust; (b) fail to fully and timely perform and continuously comply with each and every Obligation; (c) have made any material misrepresentation to Beneficiary in connection with the Obligations secured hereby; (d) become insolvent, make an assignment for the benefit of creditors, or file or have filed against it a petition under any bankruptcy, insolvency, arrangement, reorganization, receivership, conservatorship, liquidation or similar debtor relief law, unless, in the case of an involuntary proceeding, same is dismissed within 60 days of filing; (e) voluntarily or involuntarily: create, place or permit to be created or placed, or allow to remain, any mortgage, pledge, lien, security interest, encumbrance or charge on or with respect to the Property, the Personal Property, or any part of any thereof or interest therein, or sell, assign, transfer, exchange, lease for a term or series of terms in excess of 5 years or dispose of the Property, the Personal Property or any part of any thereof or interest therein or agree to any of the foregoing.

Upon default hereunder or if at any time Beneficiary in good faith deems it necessary to protect its interest under this Deed of Trust, Beneficiary may, in addition to its other remedies, terminate Grantor's license to collect and receive the rents, revenues and profits, and, in addition, Beneficiary personally, by an agent or by judicially appointed receiver, shall have the right to forthwith enter upon, take possession of and manage the Property or any part thereof. To the extent permitted by applicable law, Grantor waives notice of Beneficiary's application for a receiver and of the necessity of Beneficiary or the receiver posting bond. The rents, revenues and profits shall be applied, first, to the costs incurred by Beneficiary and its agents and contractors in managing the Property or any part thereof and collecting the rents, revenues and profits, including fees and commissions to agents and attorneys, and the costs of any repairs and expenses incurred by Beneficiary in leasing or preparing the Property or any part thereof for lease and then to the Obligations. All remedies provided to Beneficiary under this Deed of Trust are cumulative and not exclusive and are in addition to any other remedies available to Beneficiary by agreement or applicable law.

13. Appointment of Successor Trustee. Beneficiary may without notice to any party to this Deed of Trust or to their successors or assigns, and without regard to the willingness

or inability of Trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution and enforcement of this trust as are vested in Trustee. If Beneficiary be a corporation or other entity, such appointment may be made by any one of its officers, agents or other persons authorized to act on behalf of the entity. No one exercise of this power of appointment, the power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the collection of all amounts and the performance of all Obligations secured by this Deed of Trust until said amounts and Obligations are fully, finally and indefeasibly paid and discharged. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith. Trustee shall have the right to resign at any time.

14. First Lien; Subordinate Indebtedness. Any Obligation at any time secured hereby may be extended, rearranged or renewed without altering, varying or diminishing the force, effect or lien of this Deed of Trust. Grantor shall not create or suffer to exist any lien of any nature on the Property other than a lien for ad valorem taxes not yet due and payable and the lien of this Deed of Trust. If Grantor shall, with Beneficiary's prior written consent, grant or there shall otherwise be created any lien of any nature on the Property junior to this Deed of Trust, Grantor shall perform the obligations under such junior lien. Further such junior lien shall be subject to the condition that the time for the payment of the Obligations hereby secured and the manner and amount of payment thereof, the rate of interest payable thereon and the benefits of the security afforded hereby or any obligation contained in an instrument substituted therefor, may, without the consent of such junior lienholder, and without any obligation to give notice of any kind thereto, be changed, increased, extended or suspended on any terms whatsoever.

15. Successors and Assigns. The agreements herein contained shall be binding upon Grantor and its heirs, executors, administrators, successors, and assigns and inure to the benefit of Beneficiary and its successors and assigns.

16. Further Assurances. Grantor, upon request of Beneficiary, will execute and file any further documents as may be necessary, desirable or proper to correct any defect, error or omission which may be discovered herein or in any other document executed in connection herewith, to carry out more effectively the purposes of this Deed of Trust or to subject to the lien and security interest hereof any property intended to be covered hereby.

17. Pronouns. Whenever used herein, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

18. Governing Law. This Deed of Trust shall be governed by the laws of Mississippi and the applicable laws of the United States of America.

19. Severability. The unenforceability or invalidity of any provision(s) of this Deed of Trust shall not render any other provision(s) hereof unenforceable or invalid.

20. Notices. All notices and other communications required or permitted to be given pursuant to this Deed of Trust (except for notices of a foreclosure sale which shall be given

in the manner set forth above) shall be in writing, shall be addressed to the party intended at the address set forth above (or at such other address as may be designated in writing to the other party) and shall be deemed served and given on the earliest of (a) three days following deposit in the United States mail, postage prepaid; (b) one day following delivery to an expedited delivery service which obtains a receipt upon delivery; or (c) on the date delivered in person to the intended addressee.

21. Nonwaiver. A failure on the part of Beneficiary to exercise any remedy or option contained in this Deed of Trust in the event of default shall not constitute a waiver of Beneficiary's right to exercise said remedy or option in the event of any subsequent default.

22. Entire Agreement; Amendment. This Deed of Trust and the other loan documents executed in connection herewith contain the entire agreement between Grantor and Beneficiary relating to the subject matter hereof and all prior agreements related thereto which are not contained herein are terminated. This Deed of Trust may be amended, revised, waived, discharged, released or terminated, in whole or in part, only by a written instrument executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted.

23. Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

24. Environmental Representations and Indemnification.

A. Grantor makes the following covenants regarding Environmental Laws (as defined below) and regulations issued thereunder:

- (i) Grantor will not, and will not permit any third party to, use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Property or transport to or from the Property any Hazardous Substance (as defined below) or allow any other person or entity to do so except in lawful amounts under conditions permitted by any applicable Environmental Laws (defined below).
- (ii) Grantor shall keep, operate and maintain the Property or cause the property to be kept in compliance with, and shall not cause or permit the Property or itself to be in violation of, any Environmental Law.
- (iii) Grantor shall give prompt written notice to Beneficiary of:
 - (a) any proceeding or inquiry by any governmental authority with respect to the presence of any

Hazardous Substance on the Property or the migration thereof from or to other property;

- (b) all claims made or threatened by any third party against either Grantor or the Property relating to any loss or injury resulting from any Hazardous Substance; and
- (c) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law.

B. Beneficiary shall have the right, but not the duty, to join and participate in, as a party if it so elects, any legal proceedings or actions initiated with respect to the Property in connection with any Environmental Law and have its attorneys fees and other costs in connection therewith paid by Grantor.

C. Grantor shall protect, indemnify and hold harmless and, upon Beneficiary's request, defend Beneficiary, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, migration or presence of a Hazardous Substance on, under or about the Property including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any investigation, repair, clean-up or detoxification of the Property and monitoring the preparation and implementation of any closure, remediation or other required plans. This indemnity shall survive the cancellation of this Deed of Trust, or the sale of the Property by foreclosure or deed in lieu thereof.

D. In the event that any investigation, site monitoring, containment, clean-up, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is required, reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected or threatened release of any Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof), shall promptly commence and thereafter diligently prosecute to completion, all such Remedial Work. All costs and expenses of such Remedial Work shall be paid by . In the event shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, or upon Beneficiary's election to intervene in and take over such Remedial Work, Beneficiary may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the indebtedness secured hereby and shall be included in Grantor's indemnity

obligations as herein provided and shall be deemed an obligation secured by any guaranty, in whole or in part, of the Obligations secured hereby.

E. Grantor represents and warrants to Beneficiary that, to the best of its knowledge:

- (i) Neither the Property nor Grantor (i) is in violation of any Environmental Law, or (ii) is subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law.
- (ii) Grantor is not required by any Environmental Law to obtain any permits or license to construct or use any improvements, fixtures or equipment forming a part of the Property.
- (iii) Grantor has made inquiry into previous uses and ownership of the Property and, after such inquiry, has determined to the best of its knowledge that no Hazardous Substance (as defined below) has been disposed of or released in or on the Property, nor are any Hazardous Substances stored on the Property.
- (iv) Grantor's prior, present and intended use of the Property will not result in the disposal or release of any Hazardous Substance on or to the Property.
- (v) Grantor has no knowledge of any occurrence or condition on any property adjoining the Property or in the vicinity of the Property which could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law, or which would require any Remedial Work on the Property, or which might otherwise decrease the market value of the Property.

F. The following terms as used in this paragraph shall have the meanings stated:

- (i) "Environmental Law" means any federal, state or local law, statute, ordinance, regulation or permit, whether now existing or hereafter arising, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, whether dealing with hazardous or nonhazardous substances, including without limitation the Comprehensive Environmental Response, Compensation,

and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.

- (ii) The term "Hazardous Substance" includes without limitation:
- (a) Those substances included within the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "solid waste," "chemical substances" or "pesticides" in CERCLA, RCRA and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws;
 - (b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);
 - (c) Such other substances, materials, pollutants and wastes which are or become regulated under applicable local, state or federal law or which are classified as hazardous or toxic under federal, state or local laws or regulations;
 - (d) Any material, waste or substance which is (1) asbestos, (2) polychlorinated biphenyls, (3) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (4) explosives; or (5) radioactive materials including without limitation naturally occurring radioactive material (NORM); and
 - (e) Hazardous Substances shall not include chemicals customarily used in laundry operations, swimming pool cleaning and maintenance and cleaning and maintaining hotel and motel facilities.

25. Fixture Filing. This Deed of Trust is also a financing statement filed as a fixture filing as to goods that are or may become fixtures related to the Property.

26. Release of Collateral. Beneficiary can release all or part of the Property and the Personal Property from the security interest created by this Deed of Trust without releasing either Grantor from any liability under any of the Obligations or any guaranty of any of the Obligations.

27. Line of Credit. This Deed of Trust secures a non-revolving line of credit and shall be released and cancelled only upon the final and indefeasible payment, in full, of the Obligations and the termination of Beneficiary's obligation, whether or not mandatory, to make any loans or other advances under the Guaranty or this Deed of Trust. The absence of an outstanding balance shall not affect the lien or priority of this Deed of Trust as to all advances made, from time to time, pursuant to such line of credit.

28. Variable Rate Indebtedness. The Guaranty secured by this Deed of Trust bears interest at a variable rate.

MM Louisiana, Inc., a Louisiana corporation

By: Michael J. Hart

Name: Michael J. Hart

Title: Vice President and Treasurer

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of May, 2010, within my jurisdiction, the within named Michael J. Hart, who acknowledged to me that he is Vice President and Treasurer of MM Louisiana, Inc., a Louisiana corporation, and that for and on behalf of said corporation and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



My commission expires:

Kay Boulter
NOTARY PUBLIC

(Affix official seal, if applicable)

Exhibit A

Lots 11 through 60 (inclusive), Phase II, Weatherstone Subdivision in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 79, Pages 47-49 in the office of the Chancery Clerk of DeSoto County, Mississippi as more particularly described by metes and bounds as follows:

Exhibit A
Continued

LOTS 11 THRU 58

BEING A SURVEY OF LOTS 11 THRU 58, PHASE II, WEATHERSTONE SUBDIVISION AS RECORDED IN PLAT BOOK 79 PAGE 47 AT THE DESOTO COUNTY CHANCERY COURT CLERKS OFFICE AND BEING LOCATED IN THE SW 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI;

COMMENCING AT A 3/4" IRON PIPE FOUND AT THE INTERSECTION OF THE NORTH LINE OF GOODMAN ROAD (ROW VARIES) WITH THE WEST LINE OF CHANCE DRIVE WEST (50' WIDE PUBLIC RIGHT OF WAY), SAID POINT BEING S89°41'38"E 446.31 FEET AND N00°06'00"W 53.17 FEET FROM THE CENTERLINE INTERSECTION OF SAID GOODMAN ROAD WITH HIGHWAY 301 (THE ACCEPTED SOUTHWEST CORNER OF SECTION 30);

THENCE N00°06'00"W ALONG THE WEST LINE OF SAID CHANCE DRIVE WEST A DISTANCE OF 184.66 FEET TO A 3/4" IRON PIPE FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 8.10 FEET AND A CHORD OF 8.06 FEET (N09°22'55"W) TO A 3/4" IRON PIPE FOUND ON THE NORTH LINE OF THE GOODMAN 301 LLC PROPERTY (BOOK 426 PAGE 134);

THENCE N89°52'00"W ALONG SAID NORTH LINE A DISTANCE OF 264.98 FEET TO A FOUND 3/4" IRON PIPE;

THENCE N00°56'55"W ALONG THE WEST LINE OF SAID PHASE II, WEATHERSTONE SUBDIVISION, A DISTANCE OF 68.94 FEET TO A SET 1/2" REBAR AT THE SOUTHWEST CORNER OF LOT 11 AND BEING THE POINT OF BEGINNING;

THENCE N00°56'55"W ALONG THE EAST LINE OF THE SAM MUHAMMAD PROPERTY (BOOK 481 PAGE 306) A DISTANCE OF 121.09 FEET TO A SET 1/2" REBAR AT THE NORTHWEST CORNER OF SAID LOT 11 AND BEING ON THE SOUTH LINE OF THE TIM PUCKETT PROPERTY (BOOK 383 PAGE 451);

THENCE S89°52'00"E ALONG SAID SOUTH LINE A DISTANCE OF 320.02 FEET TO A SET 1/2" REBAR AT AN ANGLE POINT;

THENCE N89°54'45"E ALONG SAID SOUTH LINE A DISTANCE OF 860.27 FEET TO A SET 1/2" REBAR AT THE NORTHEAST CORNER OF LOT 58;

THENCE S00°05'15"E ALONG THE EAST LINE OF SAID LOT 58 A DISTANCE OF 111.81 FEET TO A 3/4" IRON PIPE FOUND ON THE NORTH LINE OF CHANCE DRIVE NORTH (50' WIDE PUBLIC RIGHT OF WAY);

THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 32.20 FEET AND A CHORD OF 31.95 FEET (N77°47'22"W) TO A SET NAIL AT THE POINT OF TANGENCY;

THENCE S89°54'45"W ALONG SAID NORTH LINE OF CHANCE DRIVE NORTH A DISTANCE OF 191.33 FEET TO A SET ½" REBAR AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 55.57 FEET AND A CHORD OF 55.34 (S80°48'57"W) TO A SET NAIL AT THE POINT OF REVERSE CURVE;

THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 39.69 FEET AND A CHORD OF 39.53 FEET (S80°48'57"W) TO A SET ½" REBAR AT THE POINT OF TANGENCY;

THENCE S89°54'45"W ALONG SAID NORTH LINE A DISTANCE OF 439.75 FEET TO A SET NAIL AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 78.53 FEET AND A CHORD OF 74.99 FEET (S59°55'06"W) TO A SET ½" REBAR AT THE POINT OF REVERSE CURVE;

THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 62.91 FEET AND A CHORD OF 52.00 FEET (N89°59'56"W) TO A SET ½" REBAR AT THE POINT OF REVERSE CURVE;

THENCE NORTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 78.48 FEET AND A CHORD OF 74.95 FEET (N59°53'56"W) TO A SET NAIL AT THE POINT OF TANGENCY;

THENCE N89°52'00"W ALONG SAID NORTH LINE A DISTANCE OF 166.66 FEET TO A SET NAIL;

THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 83.49 FEET AND A CHORD OF 74.12 FEET (S89°18'51"W) TO THE POINT OF BEGINNING.

LOT 59

BEING A SURVEY OF LOT 59, PHASE II, WEATHERSTONE SUBDIVISION AS RECORDED IN PLAT BOOK 79 PAGE 47 AT THE DESOTO COUNTY CHANCERY COURT CLERKS OFFICE AND BEING LOCATED IN THE SW 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI;

COMMENCING AT A FOUND 3/4" IRON PIPE FOUND AT THE INTERSECTION OF THE NORTH LINE OF GOODMAN ROAD (ROW WIDTH VARIES) WITH THE WEST LINE OF CHANCE DRIVE WEST (50' WIDE PUBLIC RIGHT OF WAY), SAID POINT BEING S89°41'38"E 446.31 FEET AND N00°06'00"W 53.17 FEET FROM THE CENTERLINE INTERSECTION OF SAID GOODMAN ROAD WITH HIGHWAY 301 (THE ACCEPTED SOUTHWEST CORNER OF SECTION 30);

THENCE N00°06'00"W ALONG SAID WEST LINE OF CHANCE DRIVE WEST A DISTANCE OF 184.66 FEET TO A 3/4" IRON PIPE FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 8.10 FEET AND A CHORD OF 8.06 FEET (N09°22'55"W) TO A FOUND 3/4" IRON PIPE FOUND AT THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH LINE OF THE GOODMAN 301 LLC PROPERTY (BOOK 426 PAGE 134) AND THE SOUTHEAST CORNER OF SAID LOT 59;

THENCE N89°52'00"W ALONG SAID NORTH LINE A DISTANCE OF 193.94 FEET TO A 1/2" IRON PIN SET AT THE SOUTHWEST CORNER OF SAID LOT 59 AND BEING ON THE SOUTHEAST RIGHT OF WAY LINE OF SAID CHANCE DRIVE NORTH;

THENCE NORTHEASTWARDLY ALONG SAID SOUTHEAST RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 23.85 FEET AND A CHORD OF 23.62 FEET (N32°21'04"E) TO A 1/2" IRON PIN SET ON THE SOUTH LINE OF SAID CHANCE DRIVE NORTH;

THENCE S89°52'00"E ALONG SAID SOUTH LINE A DISTANCE OF 155.84 FEET TO A 1/2" IRON PIN SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 26.10 FEET AND A CHORD OF 24.93 FEET (S59°57'40"E) TO A 1/2" IRON PIN SET AT THE POINT OF REVERSE CURVE;

THENCE SOUTHEASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 2.71 FEET AND A CHORD OF 2.71 FEET (S31°01'30"E) TO A 1/2" IRON PIN SET AT THE POINT OF REVERSE CURVE ON THE WEST LINE OF SAID CHANCE DRIVE WEST;

THENCE SOUTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 5.82 FEET AND A CHORD OF 5.80 FEET (S25°19'45"E) TO THE POINT OF BEGINNING.

LOT 60

BEING A SURVEY OF LOT 60, PHASE II, WEATHERSTONE SUBDIVISION AS RECORDED IN PLAT BOOK 79 PAGE 47 AT THE DESOTO COUNTY CHANCERY COURT CLERKS OFFICE AND BEING LOCATED IN THE SW 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI;

COMMENCING AT A 3/4" IRON PIPE FOUND AT THE INTERSECTION OF THE NORTH LINE OF GOODMAN ROAD (ROW VARIES) WITH THE EAST LINE OF CHANCE DRIVE WEST (50' WIDE PUBLIC RIGHT OF WAY), SAID POINT BEING S89°41'38"E 496.31 FEET AND N00°06'00"W 49.93 FEET FROM THE CENTERLINE INTERSECTION OF SAID GOODMAN ROAD WITH HIGHWAY 301 (THE ACCEPTED SOUTHWEST CORNER OF SECTION 30);

THENCE N00°06'00"W ALONG SAID EAST LINE A DISTANCE OF 139.07 FEET TO A 3/4" IRON PIPE FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHEASTWARDLY ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 36.71 FEET AND A CHORD OF 33.50 FEET (N41°58'11"E) TO A 3/4" IRON PIPE FOUND AT THE POINT OF REVERSE CURVE AND ON THE SOUTH LINE OF CHANCE DRIVE NORTH (50' WIDE PUBLIC RIGHT OF WAY);

THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF SAUD DRIVE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 42.78 FEET AND A CHORD OF 42.27 FEET (N68°43'12"E) TO A 3/4" IRON PIPE FOUND ON THE NORTH LINE OF THE GOODMAN 301 LLC PROPERTY (BOOK 426 PAGE 134) AND THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SAID LOT 60;

THENCE NORTHEASTWARDLY ALONG SAID SOUTH LINE OF CHANCE DRIVE NORTH AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 32.78 FEET AND A CHORD OF 32.55 FEET (N41°39'45"E) TO A POINT OF REVERSE CURVE;

THENCE NORTHEASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 26.18 FEET AND A CHORD OF 25.00 FEET (N59°55'06"E) TO A SET NAIL AT THE POINT OF TANGENCY;

THENCE N89°54'45"E ALONG SAID SOUTH LINE A DISTANCE OF 439.75 FEET TO A SET 1/2" REBAR AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE EASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 55.57 FEET AND A CHORD OF 55.34 FEET (N80°48'57"E) TO A SET 1/2" REBAR AT THE POINT OF REVERSE CURVE;

THENCE EASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 39.69 FEET AND A CHORD OF 39.53 FEET (N80°48'57"E) TO A SET ½" REBAR AT THE POINT OF TANGENCY;

THENCE N89°54'45"E ALONG SAID SOUTH LINE A DISTANCE OF 191.33 FEET TO A SET ½" REBAR AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET AND A CHORD OF 35.35 FEET (S45°05'39"E) TO A SET ½" REBAR ON THE WEST LINE OF CHANCE DRIVE EAST (50' WIDE PUBLIC RIGHT OF WAY);

THENCE S00°06'00"E ALONG SAID WEST LINE A DISTANCE OF 15.01 FEET TO A ¾" IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 5, GOODMAN 301 COMMERCIAL SUBDIVISION, PLAT BOOK 75 PAGE 37;

THENCE S89°54'45"W ALONG THE NORTH LINE OF SAID LOT 5 AND ALONG THE NORTH LINE OF THE GOODMAN 301 LLC PROPERTY (BOOK 426 PAGE 134) A DISTANCE OF 293.98 FEET TO A FOUND ¾" IRON PIPE;

THENCE S00°06'00"E A DISTANCE OF 16.40 FEET TO A POINT WITNESSED BY A 3" SQUARE IRON PIPE FOUND 2' SOUTH, SAID POINT BEING AT THE NORTHEAST CORNER OF LOT 3, GOODMAN 301 COMMERCIAL SUBDIVISION, PLAT BOOK 74 PAGE 9;

THENCE N89°33'24"W ALONG THE NORTH LINE OF SAID LOT 3 AND ALONG THE NORTH LINE OF THE SAID GOODMAN 301 LLC PROPERTY 499.12 FEET TO THE POINT OF BEGINNING.

And also:

EXHIBIT A

LEGAL DESCRIPTION OF CHANCE DRIVE LOCATED IN PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI:

BEGINNING AT A POINT, SAID POINT BEING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 465.40 FEET AND NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 89.95 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST; THENCE NORTH 04 DEGREES 33 MINUTES 39 SECONDS WEST 184.66 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A ARC LENGTH OF 13.86 FEET AND A CHORD BEARING OF NORTH 20 DEGREES 26 MINUTES 23 SECONDS WEST AND A CHORD DISTANCE OF 13.68 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AND ARC LENGTH OF 2.71 FEET AND A CHORD BEARING NORTH 35 DEGREES 20 MINUTES 50 SECONDS WEST AND A CHORD DISTANCE 2.71 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A ARC LENGTH OF 26.16 FEET AND A CHORD BEARING NORTH 64 DEGREES 21 MINUTES 06 SECONDS WEST AND A CHORD DISTANCE 24.98 FEET TO A POINT; THENCE SOUTH 85 DEGREES 40 MINUTES 21 SECONDS WEST 155.84 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A ARC LENGTH OF 23.87 FEET AND A CHORD BEARING SOUTH 27 DEGREES 54 MINUTES 13 SECONDS WEST AND A CHORD DISTANCE OF 23.64 FEET TO A POINT; THENCE SOUTH 85 DEGREES 40 MINUTES 21 SECONDS WEST 71.03 FEET TO A POINT; THENCE NORTH 5 DEGREES 24 MINUTES 34 SECONDS WEST 68.95 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 AND A ARC LENGTH OF 83.49 FEET AND A CHORD BEARING NORTH 84 DEGREES 51 MINUTES 09 SECONDS EAST AND A CHORD DISTANCE OF 74.12 FEET TO A POINT; THENCE NORTH 85 DEGREES 40 MINUTES 21 SECONDS EAST 166.66 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS 75.00 FEET AND A ARC LENGTH OF 78.48 FEET AND A CHORD BEARING SOUTH 64 DEGREES 21 MINUTES 06 SECONDS EAST AND A CHORD DISTANCE 74.95 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A ARC LENGTH OF 62.61 FEET AND A CHORD BEARING NORTH 85 DEGREES 32 MINUTES 44 SECONDS EAST AND A CHORD DISTANCE 52.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A ARC LENGTH OF 78.52 FEET AND A CHORD BEARING NORTH 35 DEGREES 27 MINUTES 33 SECONDS EAST AND A CHORD DISTANCE OF 74.98 FEET TO A POINT; THENCE NORTH 85 DEGREES 27 MINUTES 06 SECONDS EAST 439.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A ARC LENGTH OF 39.70 FEET AND A CHORD BEARING NORTH 76 DEGREES 21 MINUTES 15 SECONDS EAST AND A CHORD DISTANCE OF 39.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A ARC LENGTH OF 55.57 FEET AND A CHORD BEARING NORTH 76 DEGREES 21 MINUTES 15 SECONDS EAST AND A CHORD DISTANCE OF 55.34 FEET TO A POINT; THENCE NORTH 85 DEGREES 27 MINUTES 06 SECONDS EAST 191.33 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 AND A ARC LENGTH OF 117.79 FEET AND A CHORD BEARING SOUTH 49 DEGREES 33 MINUTES 17 SECONDS EAST AND A CHORD DISTANCE OF 106.03 FEET TO A POINT; THENCE SOUTH 04 DEGREES 33 MINUTES 39 SECONDS EAST 15.02 FEET TO A POINT; THENCE SOUTH 85 DEGREES 27 MINUTES 06 SECONDS WEST 50.00 FEET TO A POINT; THENCE NORTH 04 DEGREES 33 MINUTES 39 SECONDS WEST 15.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A ARC LENGTH OF 39.26 FEET AND A CHORD BEARING NORTH 49 DEGREES 33 MINUTES 17 SECONDS WEST AND A CHORD DISTANCE OF 35.35 FEET TO A POINT; THENCE SOUTH 85 DEGREES 27 MINUTES 06 SECONDS WEST 191.33 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A ARC LENGTH OF 39.70 FEET AND A CHORD BEARING OF SOUTH 76 DEGREES 21 MINUTES 15 SECONDS WEST AND A CHORD DISTANCE OF 39.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A ARC LENGTH 55.57 FEET AND A CHORD BEARING OF SOUTH 76 DEGREES 21 MINUTES 15 SECONDS WEST AND A CHORD DISTANCE OF 55.34 FEET TO A POINT; THENCE SOUTH 85 DEGREES 27 MINUTES 06 SECONDS WEST 439.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A ARC LENGTH OF 26.17 FEET AND A CHORD BEARING SOUTH 55 DEGREES 27 MINUTES 33 SECONDS WEST AND A CHORD DISTANCE OF 24.99 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND A ARC LENGTH OF 75.56 FEET AND A CHORD BEARING OF SOUTH 52 DEGREE 31 MINUTES 22 SECONDS WEST AND A CHORD DISTANCE OF 72.78 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A ARC LENGTH OF 36.71 FEET AND A CHORD BEARING OF SOUTH 37 DEGREES 30 MINUTES 33 SECONDS WEST AND A CHORD DISTANCE OF 33.50 FEET TO A POINT; THENCE SOUTH 04 DEGREES 33 MINUTES 39 SECONDS EAST 139.06 FEET TO A POINT; THENCE SOUTH 85 DEGREES 58 MINUTES 57 SECONDS WEST 25.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 54 MINUTES 59 SECONDS WEST 25.22 FEET TO THE POINT OF BEGINNING CONTAINING 1.73, MORE OR LESS, ACRES AND 75,266, MORE OR LESS SQUARE FEET.

Exhibit B

Matters appearing on title insurance policy FA-33-819676 and First American update search report 2745-2347820-D as of May 14, 2010.