

This instrument prepared by and return to:  
Clayton C. Purdom, Esq.  
MS Bar No. 102434  
Martin, Tate, Morrow & Marston, P.C.  
6410 Poplar Ave., Suite 1000  
Memphis, TN 38119-4843  
(901) 522-9000

**SEVENTH MODIFICATION AND EXTENSION AGREEMENT**

**BORROWER:** Chamberlain and McCreery Inc., a Tennessee corporation  
8195 New Dexter Road, Ste. 110  
Cordova, TN 38016  
(901) 794-2156

**LENDER:** Commercial Bank and Trust Company  
510 S. Mendenhall  
Memphis, TN 38117  
(901) 888-2265

**PLEDGOR:** Dogwood Properties, LLC, a Tennessee limited liability  
company  
8195 New Dexter Road, Ste. 110  
Cordova, TN 38016  
(901) 794-2156

**GUARANTORS:** Philip C. Chamberlain, II  
Jon E. McCreery

Cross Index to: Book 2428, Page 345  
Book 2428, Page 341  
Book 2485, Page 231  
Book 3106, Page 725  
Book 3116, Page 699

**SEVENTH MODIFICATION AND EXTENSION AGREEMENT**

THIS SEVENTH MODIFICATION AND EXTENSION AGREEMENT (the "Agreement") is made and entered into as of the 10<sup>th</sup> day of September, 2010, by and between CHAMBERLAIN AND MCCREERY INC., a Tennessee corporation (the "Borrower"), COMMERCIAL BANK AND TRUST COMPANY ("Lender") and DOGWOOD PROPERTIES, LLC, a Tennessee limited liability company ("Dogwood") and is joined herein by PHILIP C. CHAMBERLAIN, II and JON E. MCCREERY (the "Guarantors").

RECITALS:

A. Lender is the owner and holder of the following certain promissory notes and related deeds of trust and other loan documents:

1. That certain Promissory Note originally dated March 9, 2006, from Borrower to Lender in the original principal amount of One Million Three Hundred Thousand Dollars and No/100 (\$1,300,000.00), as modified by that certain Modification Agreement dated October 16, 2006, increasing the principal indebtedness to \$1,412,000.00 and recorded at Book 2591, Page 302, in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Clerk's Office"). Said note was renewed and/or modified by (a) renewal note dated March 1, 2007, extending the maturity to September 1, 2007, (b) renewal note dated September 1, 2007, extending the maturity date to March 1, 2008, (c) renewal note dated March 1, 2008, extending the maturity date to September 1, 2008, (d) release of Lot 106 in connection with transfer of title of Lot 106 to Dogwood Properties, LLC and execution of a Deed of Trust by Dogwood Properties, LLC recorded at Book 2945, Page 479 in the Clerk's Office, (e) that certain Modification and Extension Agreement dated July 30, 2008 extending the maturity date to October 1, 2008, recorded at Book 2939, Page 107 in the Clerk's Office, (f) that certain Second Modification and Extension Agreement dated October 31, 2008 extending the maturity date to April 1, 2009 and for certain other accommodations, recorded at Book 2964, Page 671 in the Clerk's Office, and at Instrument No. 08143695 in the Register's Office of Shelby County, Tennessee (the "Register's Office"), (g) that certain Third Modification and Extension Agreement dated June 30, 2009 extending the maturity date to October 1, 2009 and for certain other accommodations, recorded at Book 3058, Page 382 and Book 133, Page 28 in the Clerk's Office, and at Instrument No. 09086066 in the Register's Office, (h) that certain Fourth Modification and Extension Agreement dated November 30, 2009 extending the maturity date to December 31, 2009 and for certain other accommodations, recorded at Book 3116, Page 51 in the Clerk's Office, and at Instrument No. 09144886 in the Register's Office, (i) that certain Fifth Modification and Extension Agreement dated January 26, 2010 extending the maturity date to July 1, 2010 and for certain other accommodations, recorded at Book 3133, Page 642 in the Clerk's Office, and at Instrument No. 10008899 in the Register's Office, and (j) that certain Sixth Modification and Extension Agreement dated April 1, 2010, recorded at Book 3188, Page 304 in the Clerk's Office, and at Instrument No. 10071851 in the Register's Office (as modified, extended and renewed, the "Williams Brooke Construction Note"). The Williams Brooke Construction Note is secured by (a) that certain Deed of Trust of record at Book 2428, Page 345, in said Clerk's Office (Lots 2, 13 and 104 Williams Brooke Subdivision, as more particularly described in said Deed of Trust), and (b) that certain Deed of Trust As Additional Collateral dated October 31, 2008, recorded at Instrument No. 08143697 in the Register's Office.

2. That certain Promissory Note originally dated March 9, 2006, from Borrower to Lender in the original principal amount of Four Hundred Eighty-Four Thousand Dollars and No/100 (\$484,000.00), as renewed and/or modified by (a) renewal note dated March 1, 2007, extending the maturity date to September 1, 2007, (b) renewal note dated September 1, 2007, extending the maturity date to March 1, 2008, reflecting the paydown of the principal balance to Three Hundred Eighty Seven Thousand Two Hundred and No/100 Dollars (\$387,200.00) and related releases of Lot 107 and Lot 15, (c) renewal note dated March 1, 2008, extending the maturity date to September 1, 2008, (d) that certain Modification and Extension Agreement dated July 30, 2008 extending the maturity date to October 1, 2008, recorded at Book 2939, Page 107 in the Clerk's Office, (e) that certain Second Modification and Extension Agreement dated October 31, 2008 extending the maturity date to April 1, 2009 and for certain other accommodations, recorded at Book 2964, Page 671 in the Clerk's Office, and at Instrument No. 08143695 in the Register's Office, (f) that certain Third Modification and Extension Agreement dated June 30, 2009 extending the maturity date to October 1, 2009 and for certain other accommodations, recorded at Book 3058, Page 382 and Book 133, Page 28 in the Clerk's Office, and at Instrument No. 09086066 in the Register's Office, (g) that certain Fourth Modification and Extension Agreement dated November 30, 2009 extending the maturity date to December 31, 2009 and for certain other accommodations, recorded at Book 3116, Page 51 in the Clerk's Office, and at Instrument No. 09144886 in the Register's Office, (i) that certain Fifth Modification and Extension Agreement dated January 26, 2010 extending the maturity date to July 1, 2010 and for certain other accommodations, recorded at Book 3133, Page 642 in the Clerk's Office, and at Instrument No. 10008899 in the Register's Office, and (j) that certain Sixth Modification and Extension Agreement dated April 1, 2010, recorded at Book 3188, Page 304 in the Clerk's Office, and at Instrument No. 10071851 in the Register's Office (as modified, extended and renewed, the "Williams Brooke Multiple Lot Note"). The Williams Brooke Lot Note is secured by (a) that certain Deed of Trust of record at Book 2428, Page 341, in the Clerk's Office (Lots 16, 17, 21, 64, 65, 66, 67 and 105 Williams Brooke Subdivision, as more particularly described in said Deed of Trust), and (b) that certain Deed of Trust As Additional Collateral dated October 31, 2008, recorded at Instrument No. 08143697 in the Register's Office.

3. That certain Promissory Note originally dated May 23, 2006, from Borrower to Lender in the original principal amount of Two Hundred Twenty Thousand Dollars and No/100 (\$220,000.00), as renewed and/or modified by (a) renewal note dated June 1, 2007, extending the maturity date to December 1, 2007, (b) renewal note dated December 1, 2007, extending the maturity date to June 1, 2008, (c) that certain Modification and Extension Agreement extending the maturity date to October 1, 2008, recorded at Book 2939, Page 107, in the Clerk's Office, (d) that certain Second Modification and Extension Agreement dated October 31, 2008 extending the maturity date to April 1, 2009 and for certain other accommodations, recorded at Book 2964, Page 671 in the Clerk's Office, and at Instrument No. 08143695 in the Register's Office, (e) that certain Third Modification and Extension Agreement dated June 30, 2009 extending the maturity date to October 1, 2009 and for certain other accommodations, recorded at Book 3058, Page 382 and Book 133, Page 28 in the Clerk's Office, and at Instrument No. 09086066 in the Register's Office, (f) that certain Fourth Modification and Extension Agreement dated November 30, 2009 extending the maturity date to April 1, 2010 and for certain other accommodations, recorded at Book 3116, Page 51 in the Clerk's Office, and at Instrument No. 09144886 in the Register's Office, (g) that certain Fifth Modification and Extension Agreement dated January 26, 2010,

recorded at Book 3133, Page 642 in the Clerk's Office, and at Instrument No. 10008899 in the Register's Office, and (h) that certain Sixth Modification and Extension Agreement dated April 1, 2010, recorded at Book 3188, Page 304 in the Clerk's Office, and at Instrument No. 10071851 in the Register's Office (as modified, extended and renewed, the "Cherry Tree Park Multiple Lot Note"). The Cherry Tree Park Lot Note is secured by (a) that certain Deed of Trust of record at Book 2485, Page 231, in the Clerk's Office, and (b) that certain Deed of Trust As Additional Collateral dated October 31, 2008, recorded at Instrument No. 08143697 in the Register's Office.

4. That certain Promissory Note dated July 30, 2008 from Borrower to Lender in the original principal amount of Thirty Thousand Dollars and No/100 (\$30,000.00) executed in connection with that certain Modification and Extension Agreement dated July 30, 2008, recorded at Book 2939, Page 107, in the Clerk's Office, as renewed and/or modified by (a) that certain Second Modification and Extension Agreement dated October 31, 2008 extending the maturity date to April 1, 2009 and for certain other accommodations, recorded at Book 2964, Page 671 in the Clerk's Office, and at Instrument No. 08143695 in the Register's Office, (b) that certain Third Modification and Extension Agreement dated June 30, 2009 extending the maturity date to October 1, 2009 and for certain other accommodations, recorded at Book 3058, Page 382 and Book 133, Page 28 in the Clerk's Office, and at Instrument No. 09086066 in the Register's Office, (c) that certain Fourth Modification and Extension Agreement dated November 30, 2009 extending the maturity date to April 1, 2010 and for certain other accommodations, recorded at Book 3116, Page 51 in the Clerk's Office, and at Instrument No. 09144886 in the Register's Office, (d) that certain Fifth Modification and Extension Agreement dated January 26, 2010, recorded at Book 3133, Page 642 in the Clerk's Office, and at Instrument No. 10008899 in the Register's Office, and (e) that certain Sixth Modification and Extension Agreement dated April 1, 2010, recorded at Book 3188, Page 304 in the Clerk's Office, and at Instrument No. 10071851 in the Register's Office (as modified, extended and renewed, the "Plover Property Note"). The Plover Property Note is secured by (a) that certain Third Party Pledge Agreement dated July 30, 2008 (the "Third Party Pledge") executed by Dogwood, (b) by that certain Deed of Trust of record at Instrument No. 08106911 in the Register's Office (Lot 393, Section J, Cedarwood Subdivision as more particularly described in said Deed of Trust), and (c) that certain Deed of Trust As Additional Collateral dated October 31, 2008, recorded at Instrument No. 08143697 in the Register's Office.

5. That certain Promissory Note originally dated November 16, 2009, from Borrower to Lender in the original principal amount of Eighty Three Thousand Twelve and No/100 Dollars (\$83,012.00), as renewed and/or modified by (a) that certain Fifth Modification and Extension Agreement dated January 26, 2010, recorded at Book 3133, Page 642 in the Clerk's Office, and at Instrument No. 10008899 in the Register's Office, and (b) that certain Sixth Modification and Extension Agreement dated April 1, 2010, recorded at Book 3188, Page 304 in the Clerk's Office, and at Instrument No. 10071851 in the Register's Office (as modified, extended and renewed, the "Williams Brooke Lot 2 Note"). The Williams Brooke Lot 2 Note is secured by that certain Deed of Trust, Assignment of Rents and Security Agreement dated November 16, 2009, of record at Book 3106, Page 725 in the Clerk's Office.

6. That certain Promissory Note originally dated December 18, 2009, from Borrower to Lender in the original principal amount of One Hundred Sixty-Five Thousand Seven Hundred

Fifty and No/100 Dollars (\$165,750.00), as renewed and/or modified by that certain Sixth Modification and Extension Agreement dated April 1, 2010, recorded at Book 3188, Page 304 in the Clerk's Office, and at Instrument No. 10071851 in the Register's Office (the "Cherry Tree Park Lot 47 Note"). The Cherry Tree Park Lot 47 Note is secured by that certain Deed of Trust, Assignment of Rents and Security Agreement dated December 18, 2009, of record at Book 3116, Page 699 in the Clerk's Office.

7. That certain Cross-Default and Cross-Pledge Agreement dated October 31, 2008, recorded at Book 2964, Page 686 in the Clerk's Office, Book 129, Page 229 in the Clerk's Office, and at Instrument No. 08143696 in the Register's Office.

The Williams Brooke Construction Note, the Williams Brooke Multiple Lot Note, the Cherry Tree Park Multiple Lot Note, the Plover Property Note, the Williams Brooke Lot 2 Note, and the Cherry Tree Park Lot 47 Note are collectively referred to herein as the "Notes." All references herein to "Deed of Trust" or "Deeds of Trust" shall mean each and collectively the Deeds of Trust set forth in the Recitals above, as they may be modified from time to time.

A. The Notes matured July 1, 2010 and the parties agreed to extend the Notes on a month to month basis through the date of this Agreement.

B. Borrower has requested and Lender has agreed to an additional extension of the Notes.

C. Lender and Borrower agree that all modifications made herein shall apply to all other documents securing or evidencing the Notes, including each respective Deed of Trust and the Third Party Pledge (collectively, the "Documents").

NOW, THEREFORE, in consideration of the premises as set forth herein, the mutual covenants and agreements hereinafter set out, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by reference as if set forth fully herein.

2. Acknowledgment of Debt. It is hereby acknowledged that the outstanding principal balances due under the Notes as of July 1, 2010 are as follows:

- a. Williams Brooke Construction Note: \$363,902.60;
- b. Williams Brooke Multiple Lot Note: \$387,199.98;
- c. Cherry Tree Park Multiple Lot Note: \$132,000.00;
- d. Plover Property Note: \$30,000.00;
- e. Williams Brooke Lot 2 Note: \$83,012.00; and
- f. Cherry Tree Park Lot 47 Note: \$157,657.69.

3. Extension of Maturity Date; Real Property Taxes.

a. The maturity dates as set forth in the Notes are hereby extended to January 1, 2011. All references to "Maturity Date" in the Notes shall hereafter be January 1, 2011.

b. The parties acknowledge that real property taxes are due and owing on certain of the properties pledged as collateral. Lender agrees that it will forbear from declaring a default based upon the non-payment of said taxes until the earlier of (i) January 1, 2011 for such properties related to the Notes, or (ii) receipt of notice that a taxing authority is enforcing its lien or taking any action with regard to the non-payment of said taxes. Upon the occurrence of either 3(b)(i) or 3(b)(ii), Lender may assert any and all of its rights under the Notes, Deeds of Trust and other Documents with respect the failure to pay said taxes.

4. Miscellaneous Provisions.

a. Any provision in the Notes, Deeds of Trust and Documents which are inconsistent with the provisions of this Agreement are hereby modified and amended to conform herewith, and as so modified and amended, each and all of such provisions are hereby ratified, approved and confirmed in all respects.

b. In all other respects, the Notes, Deeds of Trust and Documents remain unchanged and are hereby ratified by the parties.

c. Nothing herein shall be deemed to be a novation, or a release or discharge of the Borrower, any security for the Notes, Deeds of Trust, Documents or any other guaranty or pledge of all or any part of the obligations evidenced by the Notes, Documents and/or secured by the Deeds of Trust.

d. A breach of this Agreement shall be considered a default under the Notes. Borrower hereby acknowledges and agrees that any further default by Borrower under any obligation of Borrower to Lender, including without limitation, as set forth in the Notes, Deeds of Trust, Documents or any other agreement between Borrower and Lender or document signed by Borrower, shall entitle Lender to pursue all rights and remedies of Lender under this Agreement, the Notes, the Deeds of Trust, the Documents and any other documents or agreements to which Borrower is a party, at law or in equity.

e. The payment and performance of certain of the undertakings and obligations of Borrower have heretofore been irrevocably and unconditionally guaranteed by Jon E. McCreery and Philip C. Chamberlain II pursuant to separate agreements of guaranty (each a "Guaranty") for the use and benefit of Bank. To that end, Jon E. McCreery and Philip C. Chamberlain, II join in the execution of this Agreement to acknowledge, consent to and agree to the terms and conditions herein and do further hereby ratify and confirm their respective undertakings to guarantee the payment and performance of the undertakings and obligations of Borrower, and do hereby acknowledge and agree that each Guaranty shall continue in full force and effect in accordance with all of its terms, provisions, undertakings, and obligations. Dogwood has executed a Third Party Pledge Agreement and acknowledges and agrees that the

Third Party Pledge shall continue in full force and effect in accordance with its terms. This Agreement does not discharge any of the obligors, sureties, pledgors, endorsers or guarantors of the Notes and all rights of the Lender against any or all of the same are hereby expressly reserved.

f. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, transferees and assigns.

g. This Agreement may be executed in multiple or separate counterparts, each of which shall constitute an original, and together all of such counterparts shall constitute a single binding instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Separate counterpart agreements may be filed in different jurisdictions.

h. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

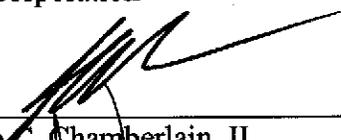
**COUNTERPART SIGNATURE PAGE TO  
SEVENTH MODIFICATION AND EXTENSION AGREEMENT  
BETWEEN  
CHAMBERLAIN AND MCCREERY, INC., as Borrower  
And  
COMMERCIAL BANK AND TRUST COMPANY, as Lender  
And  
DOGWOOD PROPERTIES, LLC  
DATED AS OF SEPTEMBER 10, 2010**

IN WITNESS WHEREOF, the undersigned have caused the execution of this Seventh Modification and Extension Agreement by its duly authorized officers as of the date first set forth above.

**BORROWER:**

CHAMBERLAIN AND MCCREERY, INC.  
a Tennessee corporation

By:

  
\_\_\_\_\_  
Philip C. Chamberlain, II  
Its Vice-President

By:

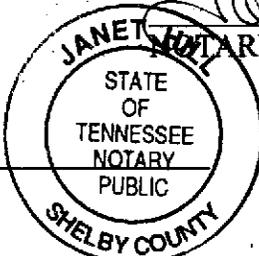
  
\_\_\_\_\_  
Jon E. McCreery  
Its President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared PHILIP C. CHAMBERLAIN, II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the VICE PRESIDENT OF CHAMBERLAIN AND MCCREERY, INC., a Tennessee corporation, the within named bargainor, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of September, 2010.

Janet Hill  
NOTARY PUBLIC



My commission expires: \_\_\_\_\_

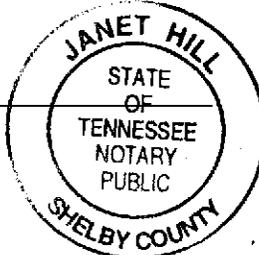
STATE OF TENNESSEE  
COUNTY OF SHELBY

My Comm. Exp. 7-17-2012

Before me, the undersigned Notary Public in- the state and county aforesaid, personally appeared JON E. MCCREERY with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the PRESIDENT OF CHAMBERLAIN AND MCCREERY, INC., a Tennessee corporation, the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of September, 2010.

Janet Hill  
NOTARY PUBLIC



My commission expires: \_\_\_\_\_

My Comm. Exp. 7-17-2012

COUNTERPART SIGNATURE PAGE TO  
SEVENTH MODIFICATION AND EXTENSION AGREEMENT  
BETWEEN  
CHAMBERLAIN AND MCCREERY, INC., as Borrower  
And  
COMMERCIAL BANK AND TRUST COMPANY, as Lender  
And  
DOGWOOD PROPERTIES, LLC  
DATED AS OF SEPTEMBER 10, 2010

IN WITNESS WHEREOF, the undersigned has caused the execution of this Seventh Modification and Extension Agreement by its duly authorized officer as of the date first set forth above.

LENDER:

COMMERCIAL BANK AND TRUST COMPANY

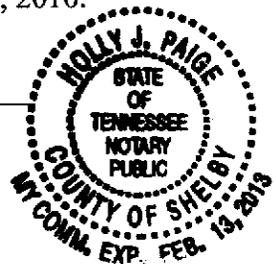
By: Steve Weaver  
Name: Steve Weaver  
Its: Senior Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Steve Weaver, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the Senior Vice President of COMMERCIAL BANK AND TRUST COMPANY, the within named bargainor, an that he as such Senior Vice President being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and official seal at office this 16<sup>th</sup> day of September, 2010.

Holly J. Paige  
NOTARY PUBLIC



My commission expires: 2/13/2013

**COUNTERPART SIGNATURE PAGE TO  
SEVENTH MODIFICATION AND EXTENSION AGREEMENT  
BETWEEN  
CHAMBERLAIN AND MCCREERY, INC., as Borrower  
And  
COMMERCIAL BANK AND TRUST COMPANY, as Lender  
And  
DOGWOOD PROPERTIES, LLC  
DATED AS OF SEPTEMBER 10, 2010**

IN WITNESS WHEREOF, the undersigned have executed this Seventh Modification and Extension Agreement as of the date first set forth above.

**GUARANTORS:**

  
\_\_\_\_\_  
Jon E. McCreery

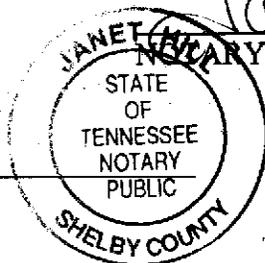
  
\_\_\_\_\_  
Philip C. Chamberlain, II

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, JON E. MCCREERY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and who acknowledged the execution of the same to be his full act and deed.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of September, 2010.

Janet Hill  
NOTARY PUBLIC



My commission expires: \_\_\_\_\_

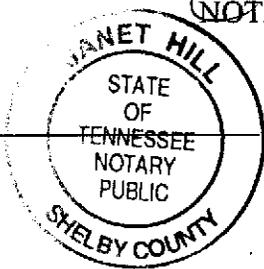
My Comm. Exp. 7-17-2012

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, PHILIP C. CHAMBERLAIN, II, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and who acknowledged the execution of the same to be his full act and deed.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of September, 2010.

Janet Hill  
NOTARY PUBLIC



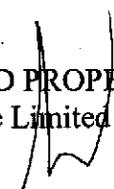
My commission expires: \_\_\_\_\_

My Comm. Exp. 7-17-2012

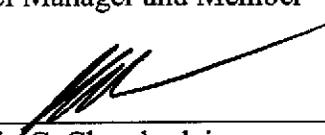
**COUNTERPART SIGNATURE PAGE TO  
SEVENTH MODIFICATION AND EXTENSION AGREEMENT  
BETWEEN  
CHAMBERLAIN AND MCCREERY, INC., as Borrower  
And  
COMMERCIAL BANK AND TRUST COMPANY, as Lender  
And  
DOGWOOD PROPERTIES, LLC  
DATED AS OF SEPTEMBER 10, 2010**

IN WITNESS WHEREOF, the undersigned has caused the execution of this Seventh Modification and Extension Agreement by its duly authorized officer and members as of the date first set forth above.

DOGWOOD PROPERTIES, LLC  
a Tennessee Limited Liability Company

By: 

\_\_\_\_\_  
Jon E. McCreery  
Chief Manager and Member

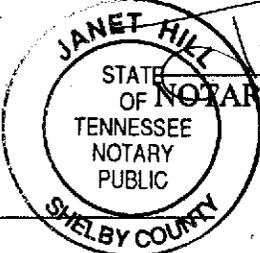
By: 

\_\_\_\_\_  
Philip C. Chamberlain  
Member

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public, JON E. MCCREERY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledges himself to be the CHIEF MANAGER and MEMBER of DOGWOOD PROPERTIES, LLC, the within named bargainor, a limited liability company, and that he is Chief Manager and Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Chief Manager and Member.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of September, 2010.

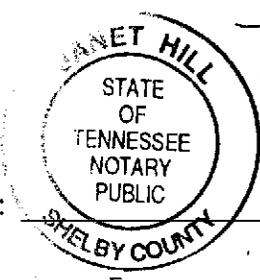
 Janet Hill  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY  
Comm. Exp. 7-17-2012

Personally appeared before me, the undersigned, a Notary Public, PHILIP C. CHAMBERLAIN, II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledges himself to be a MEMBER of DOGWOOD PROPERTIES, LLC, the within named bargainor, a limited liability company, and that he is a Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of September, 2010.

 Janet Hill  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Comm. Exp. 7-17-2012