

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this 17th day of September 2003, by and between **NORTH GOODMAN INVESTMENT COMPANY**, a Tennessee General Partnership composed of RMR Investment Company, LLC, James L. Fri, Jr., Ellida S. Fri, Richard L. Jacobs, and River Oil Company Profit Sharing Plan and Trust; **RMR INVESTMENT COMPANY, LLC, ROBERT M. ROGERS, JAMES L. FRI, JR., ELLIDA S. FRI, RICHARD L. JACOBS, and wife MISOLA JACOBS; and JAMES L. FRI, JR., ELLIDA S. FRI, RICHARD . JACOBS**, as Trustees of **RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST** of 530 Oak Court Drive, Suite 165, Memphis, Tennessee, 38117-3722, parties of the first part, and **JAMES L. FRI, JR.**, individually, of 1355-B Lynnfield Road, Suite 245, Memphis, TN 38119, party of the second part.

WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby grant, bargain, quitclaim, and convey unto the said party of the second part the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE.

The aforesaid property is conveyed and accepted subject to the items described on Exhibit "B" incorporated herein by reference.

This conveyance reflects a transfer in love and affection by Ellida S. Fri to her spouse, James L. Fri, Jr..

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto appertaining unto the said party of the second part, its successors, and assigns in fee simple forever.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their gender and number according to the context thereof.

WITNESS the signature of the party of the first part the day and year first above written.

[SIGNATURES ON ATTACHED PAGE]

4

STATE MS.-DESOTO CO. *RC*

SEP 29 4 21 PM '03

454 PG 349
CH. CLK.

NORTH GOODMAN INVESTMENT COMPANY,
a Tennessee General Partnership

RMR INVESTMENT COMPANY, LLC

BY: RMR INVESTMENT COMPANY, LLC

BY:

By: Robert M. Rogers
Robert M. Rogers, Chief Manager

Robert M. Rogers
Robert M. Rogers, Chief Manager

BY: James L. Fri, Jr.
James L. Fri, Jr.

Robert M. Rogers
ROBERT M. ROGERS

BY: Ellida S. Fri
Ellida S. Fri

James L. Fri, Jr.
JAMES L. FRI, JR.

BY: Richard L. Jacobs
Richard L. Jacobs

Ellida S. Fri
ELLIDA S. FRI

BY: RIVER OIL COMPANY PROFIT SHARING
PLAN AND TRUST

Richard L. Jacobs
RICHARD L. JACOBS

By: James L. Fri, Jr., Trustee
James L. Fri, Jr., Trustee

Misola Jacobs
MISOLA JACOBS

By: Ellida S. Fri, Trustee
Ellida S. Fri, Trustee

James L. Fri, Jr.
**JAMES L. FRI, JR., as Trustee of RIVER OIL
COMPANY PROFIT SHARING PLAN AND
TRUST**

By: Richard L. Jacobs, Trustee
Richard L. Jacobs, Trustee

Ellida S. Fri
**ELLIDA S. FRI, as Trustee of RIVER OIL
COMPANY PROFIT SHARING PLAN AND
TRUST**

Richard L. Jacobs
**RICHARD L. JACOBS, as Trustee of RIVER OIL
COMPANY PROFIT SHARING PLAN AND
TRUST**

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 22nd day of September, 2003, within my jurisdiction, the within-named **ROBERT M. ROGERS**, who acknowledged that he is the Chief Manager of **RMR INVESTMENT COMPANY, LLC**, a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said company, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said company and by said partnership so to do.

Nelores Kunschung
Notary Public

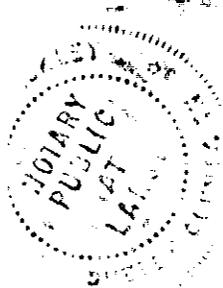
My Commission Expires:
My Commission Expires: 10-23-2004

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, undersigned authority of law in and for the State and County aforesaid, on this 17th day of September, 2003, within my jurisdiction, the within-named **JAMES L. FRI, JR.**, who acknowledged that he is a General Partner of **NORTH GOODMAN INVESTMENT COMPANY**, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.

Kay M Brackley
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES:
November 21, 2006



STATE OF TENNESSEE
COUNTY OF SHELBY

James Fri. Power of Attorney

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 17th day of September, 2003, within my jurisdiction, the within-named **ELLIDA S. FRI**, who acknowledged that she is a General Partner of **NORTH GOODMAN INVESTMENT COMPANY**, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, she executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.

Kay M Brackley
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES:
November 21, 2006

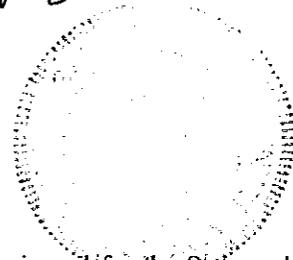


STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 25 day of SEPTEMBER, 2003, within my jurisdiction, the within-named **RICHARD L. JACOBS**, who acknowledged that she is a General Partner of **NORTH GOODMAN INVESTMENT COMPANY**, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, she executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.

Shirley Spry
Notary Public

My Commission Expires:
10-26-03

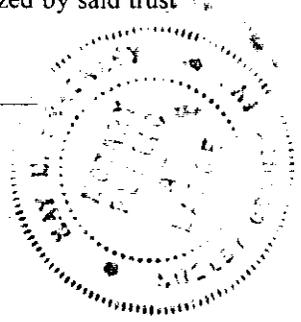


STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 17th day of September, 2003, within my jurisdiction, the within-named **JAMES L. FRI, JR.** and **ELLIDA S. FRI**, who acknowledged at they are Trustees of **RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST AGREEMENT**, and who further acknowledged that such trust is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, they executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said trust and by said partnership so to do.

Kay M Brackley
Notary Public

My Commission Expires:
~~November 21, 2006~~

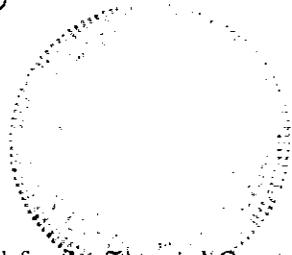


STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 25 day of SEPTEMBER, 2003, within my jurisdiction, the within-named **RICHARD L. JACOBS**, who acknowledged at he is one of the Trustees of **RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST AGREEMENT**, and who further acknowledged that such trust is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said trust and by said partnership so to do.

Shirley Spry
Notary Public

My Commission Expires:
10-26-03



STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 22nd day of September, 2003, within my jurisdiction, the within-named **ROBERT M. ROGERS**, who acknowledged that he is the Chief Manager of **RMR INVESTMENT COMPANY, LLC**, and that for and on behalf of said company, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said company so to do.

Delores Kersatung
Notary Public

My Commission Expires:
~~My Commission Expires 10-26-2004~~

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 17th day of September, 2003, within my jurisdiction, the within-named **JAMES L. FRI, JR.**, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, as his free act and deed, being duly authorized so to do.

Kay M Brackley
Notary Public

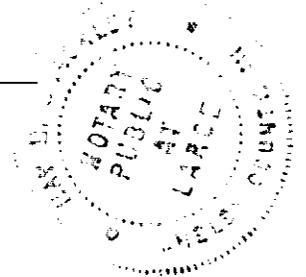


My Commission Expires:
MY COMMISSION EXPIRES:
November 21, 2006

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 17th day of September, 2003, within my jurisdiction, the within-named **ELLIDA S. FRI**, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, as his free act and deed, being duly authorized so to do.

Kay M Brackley
Notary Public



My Commission Expires:
MY COMMISSION EXPIRES:
November 21, 2006

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 25 day of SEPTEMBER, 2003, within my jurisdiction, the within-named **RICHARD L. JACOBS**, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, as his free act and deed, being duly authorized so to do.

Shirley Fry
Notary Public

My Commission Expires:
11-26-05

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 22nd day of September, 2003, within my jurisdiction, the within-named **ROBERT M ROGERS**, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, as his free act and deed, being duly authorized so to do.

Delores Kensing
Notary Public

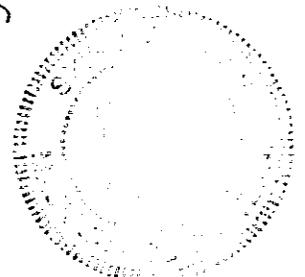
My Commission Expires:
10-26-2004

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 25 day of SEPTEMBER, 2003, within my jurisdiction, the within-named **MISOLA JACOBS**, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, as his free act and deed, being duly authorized so to do.

Shirley Fry
Notary Public

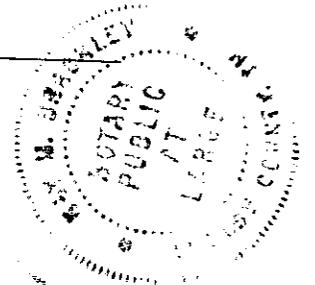
11-26-05
My Commission Expires:
My Commission Expires 11-26-2004



STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before undersigned authority of law in and for the State and County aforesaid, on this 17th day of September, 2003, within my jurisdiction, the within-named **JAMES L. FRI, JR.** and **ELLIDA S. FRI**, Trustees, who acknowledged that they are the Trustees of **RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST AGREEMENT**, and who further acknowledged that for and on behalf of said trust, and as its act and deed, and as such trustees, they executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said trust so to do.

Kay M Brackley
Notary Public

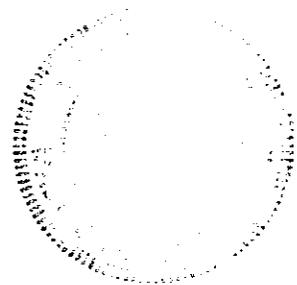


My Commission Expires:
~~MY COMMISSION EXPIRES~~
November 31, 2006

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before undersigned authority of law in and for the State and County aforesaid, on this 25 day of SEPTEMBER, 2003, within my jurisdiction, the within-named **RICHARD L. JACOBS**, Trustees, who acknowledged that he is one of the Trustees of **RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST AGREEMENT**, and who further acknowledged that for and on behalf of said trust, and as its act and deed, and as such trustee, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said trust so to do.

Shelby Ergy
Notary Public



My Commission Expires:
10-26-05

GRANTOR'S ADDRESS:
c/o Robert M. Rogers
530 Oak Court Drive, Suite 165
Memphis, TN 38117-3722
(901)681-0155
(901)682-2258

GRANTEE'S ADDRESS
(MAIL TAX BILLS TO):
James L. Fri, Jr.
1355-B Lynnfield Road, Suite 245
Memphis, TN 38119
901/682-9053
901/683-3395

**THIS INSTRUMENT PREPARED BY AND
RETURN TO:**

Boyd L. Rhodes, Jr.
1715 Aaron Brenner Drive, #800
Memphis, TN 38120
901-537-1041

EXHIBIT "A"

The 17.5% undivided interest as tenant in common and the 17.5% partnership interest in North Goodman Investment Company of Ellida S. Fri in and to the following described property:

Parcel 1: Lot 15, Phase 5, DeSoto Crossing Subdivision, in Section 25, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 59, Page 23-25 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel 2: Lot 8, Sutton Place, a planned unit development, in Section 26, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as shown on plat of record in Plat Book 35, Page 45-46, in the office of the Chancery Clerk of DeSoto County, Mississippi

EXHIBIT "B"

The aforesaid property is conveyed and accepted subject to the following:

1. Any lease, grant, exception or reservation of minerals or mineral rights on, and under subject land.
2. Taxes and assessments for the year 2003, which are not yet due and payable.
3. The protective covenants, building setback lines, landscape buffer, utility easements, easements and other restrictions as shown upon or contained in instruments filed of record in the office of the DeSoto County Chancery Clerk, and recorded in said office as follows:
 - a) Plat Book 51, Pages 43 and 44;
 - b) Plat Book 56, Page 19;
 - c) Deed Book 257, Page 750;
 - d) Deed Book 272, Page 116;
 - e) Deed Book 294, Page 449;
 - f) Deed Book 313, Page 372;
 - g) Deed Book 328, Page 111;
 - h) Plat Book 35, Page 45-46;
 - i) Plat Book 59, Pages 23-25.
4. Reciprocal Easement Agreement, recorded in Power of Attorney Book 67, Page 642.
5. First Amendment to Reciprocal Easement Agreement, recorded in Power of Attorney Book 71, Page 240; and as further amended by Second Amendment of record in Book 328, Page 92, and re-recorded in Book 332, Page 532.
6. Restrictions, building lines, easements, and other matters of record and state of facts which would be shown on an accurate survey of the aforesaid property.