

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:
David C. Porteous, Esquire
The Bogatin Law Firm, PLC
860 Ridge Lake Blvd., Suite 360
Memphis, Tennessee 38120

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement"), made and entered into as of the 20 day of July, 2005, by and among WEST DESOTO LAND COMPANY, a Mississippi general partnership, McFARLAND LAND COMPANY, a Tennessee general partnership, and WILLIAM A. LEATHERMAN, JR. (hereinafter collectively referred to as "Grantors"), and TPR, LLC, a Mississippi limited liability company (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantors have sold to Grantee by Warranty Deed of even date certain real property located in DeSoto County, Mississippi, and being more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (the "Grantee Property");

WHEREAS, Grantor owns certain real property surrounding the Grantee Property, except for the real property located to the East of the Grantee Property owned by Prudential Life Insurance Company of America (the "Prudential Property") under source instrument of record in Book 230, Page 236 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, and except for the real property known as Kaitlyn Ridge Subdivision (the "Kaitlyn Property") as shown in Plat of record in Plat Book 71, Page 43 in said Clerk's Office (the surrounding property, less the Prudential Property and the Kaitlyn Property, being referred to herein as the "Grantor's Surrounding Property");

WHEREAS, pursuant to the terms of that certain Contract for Sale of Real Estate dated February 2, 2005 (the "Contract"), Grantors agreed to provide Grantee with a fifty (50) foot temporary construction easement extending from the boundary of the Grantee Property for fifty (50) feet onto the Surrounding Property, as more particularly shown on Exhibit "B" attached hereto and incorporated herein by reference (the "Temporary Construction Easement Area");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee do hereby agree as follows:

Section 1. Grant of Temporary Construction Easement. Grantors do hereby give, grant, bargain, sell, convey and confirm to Grantee, its successors, agents and assigns, a temporary construction easement over and across the Temporary Construction Easement Area for use in constructing improvements on the Grantee Property.

Section 2. Duration. (a) The easement granted and created hereby shall continue for a period of the lesser of (i) two (2) years from the date hereof or (ii) completion of the subdivision improvements on the Grantee Property; and, on the earlier of such dates, shall automatically cease and terminate, without the necessity of the execution of any further agreement by either party hereto.

(b) The easement granted and created hereby may not be changed, amended, modified or (except as hereinbefore provided) canceled or terminated by any means other than an instrument in writing executed by the parties hereto, or their successors or assigns.

Section 3. Incidental Rights. The easement granted and created hereby includes the creation of all

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incidental rights reasonably necessary for the use and enjoyment of such easement for its intended purposes, including, specifically, the right of entry for purposes of construction of the improvements and any facilities now or hereafter located therein or thereon; provided, however, that upon completion of the improvements, Grantee shall return the Temporary Construction Easement Area to substantially the grade as of the date thereof, except for any changes made or agreed to by Grantor.

Section 4. Covenants of Grantee. (a) At all times during the term of this Agreement, Grantee shall maintain, or cause the contractors responsible for the construction of any improvements to maintain, general public liability insurance in an amount not less than \$1,000,000. The Grantors shall be named as an additional insureds under such policy, and the Grantee shall deliver evidence of such insurance and designation prior to the commencement of any construction on the Temporary Construction Easement Area.

(b) Grantee shall indemnify and hold Grantors harmless against any claims or liabilities for injury to persons or property which arises from or is related to the Grantee's use of the construction of the Temporary Construction Easement Area.

(c) Grantee shall comply with all applicable laws and regulations applicable to its use of the Temporary Construction Easement Area, and shall indemnify and hold Grantors harmless against any claims or liabilities arising out of or related to any violations of laws or regulations in connection with its use of the Temporary Construction Easement Area.

Section 5. Binding Effect. (a) This Agreement may, at Grantee's option, be recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi, and the easements, rights and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall be considered and construed as a covenant running with the land, the benefits of which shall inure to the Grantee, its successors and assigns, and the burdens of which shall encumber the Temporary Construction Easement Area.

(b) This Agreement shall be governed by and construed according to the laws of the State of Mississippi. Additionally, if any provisions of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

Section 6. Reaffirmation of Easements. Any entity or person acquiring any interest (ownership or otherwise) in the Temporary Construction Easement Area shall be deemed conclusively and automatically to reconvey, ratify, confirm and reaffirm each and every grant of easement, obligation, term and provision set forth herein as a prerequisite to acquiring said interest. Said reconveyance, ratification, confirmation and reaffirmation shall occur automatically by virtue of acquisition of said interest, and need not be set forth expressly or separately in any other instrument.

Section 7. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Section 8. Headings. The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 9. Counterparts. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute but one (1) document.

[Signatures on following page]

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

GRANTORS:

WEST DESOTO LAND COMPANY

By: [Signature]
Lewis K. McKee, Jr., General Partner

WILLIAM A LEATHERMAN, JR.

McFARLAND LAND COMPANY

By: [Signature]
Lewis K. McKee, Jr., General Partner

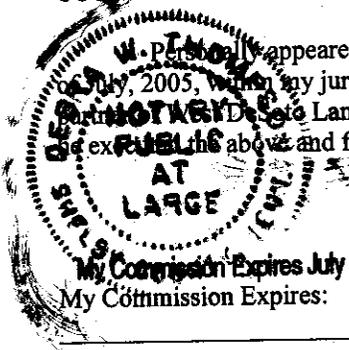
GRANTEE:

TPR, LLC

By: [Signature]
Title: EXECUTIVE MANAGER AND SECRETARY

ACKNOWLEDGMENT(S)

STATE OF TENNESSEE
COUNTY OF SHELBY



Personally appeared before me, the undersigned authority in and for the said county and state, this 20th day of July, 2005, within my jurisdiction, the within named Lewis K. McKee, Jr., who acknowledged that he is a general partner of West Desoto Land Company, a Mississippi general partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Personally appeared before me, the undersigned authority at law in and for the state and county aforementioned, this the ___ day of July, 2005, the within named William A. Leatherman, Jr., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

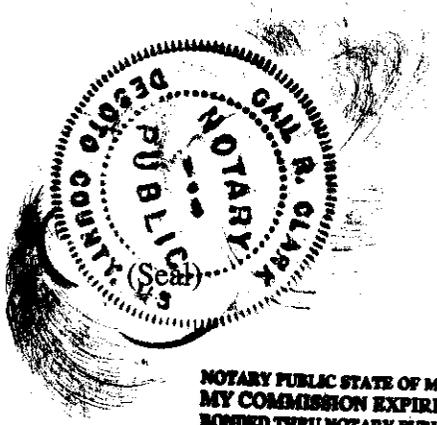
Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority at law in and for the state and county aforementioned this the 28th day of July, 2005, the within named Paul T. Ryan of TPR, LLC who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.



Gail R. Clark

Notary Public

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

GRANTORS:

WEST DESOTO LAND COMPANY

By: _____
Lewis K. McKee, Jr., General Partner

William A. Leatherman, Jr.
WILLIAM A LEATHERMAN, JR.

McFARLAND LAND COMPANY

By: _____
Lewis K. McKee, Jr., General Partner

GRANTEE:

TPR, LLC

By: _____
Title: _____

ACKNOWLEDGMENT(S)

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, this ____ day of July, 2005, within my jurisdiction, the within named Lewis K. McKee, Jr., who acknowledged that he is a general partner of West DeSoto Land Company, a Mississippi general partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

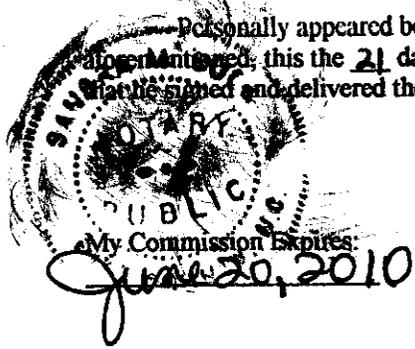
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF ~~BUNCOMBE~~ *PITT*

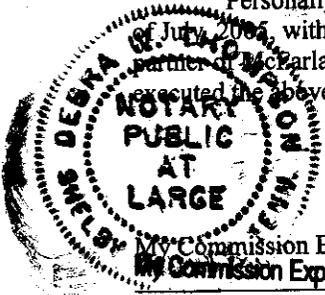
Personally appeared before me, the undersigned authority at law in and for the state and county of North Carolina, this the 21 day of July, 2005, the within named William A. Leatherman, Jr., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Gandra M. Buck
Notary Public


My Commission Expires:
June 20, 2010

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, this 20th day of July, 2005, within my jurisdiction, the within named Lewis K. McKee, Jr., who acknowledged that he is a general partner of McFarland Land Company, a Tennessee general partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



Debra D. Thompson
Notary Public

My Commission Expires:
My Commission Expires July 11, 2006

PARCEL 1

BEING A LEGAL DESCRIPTION OF PART OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA PROPERTY AS RECORDED PER DEED OF RECORD IN DEED BOOK 230 - PAGE 236 IN THE CHANCERY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, ALL LYING IN THE EAST HALF OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 9 WEST IN THE CITY OF WALLS, DESOTO COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON PICKER SPINDLE ON THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 9 WEST IN DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST - 2817.41 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST - 3322.62 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 54 MINUTES 44 SECONDS EAST - 568.41 FEET; THENCE NORTH 65 DEGREES 31 MINUTES 23 SECONDS EAST - 50.87 FEET; THENCE NORTH 54 DEGREES 54 MINUTES 44 SECONDS EAST - 120.00 FEET; THENCE SOUTH 35 DEGREES 05 MINUTES 16 SECONDS EAST AND PASSING A FOUND IRON THE WESTERN MOST CORNER OF KATLYN RIDGE SUBDIVISION - SECTION "B" (AS RECORDED IN PLAT BOOK 71 - PAGE 43) AT 178.13 FEET AND CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION - A TOTAL DISTANCE OF 626.71 FEET TO A FOUND IRON ON AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 45 MINUTES 41 SECONDS EAST - 949.31 FEET ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION AND EXTENSION THEREOF TO A POINT IN THE APPROXIMATE CENTER OF A DRAINAGE CANAL; THENCE SOUTH 00 DEGREES 37 MINUTES 52 SECONDS EAST - 751.18 FEET ALONG THE APPROXIMATE CENTER OF SAID DRAINAGE CANAL TO A POINT; THENCE LEAVING SAID DRAINAGE CANAL, SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST - 189.92 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 15 SECONDS EAST - 80.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST - 50.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 15 SECONDS EAST - 138.15 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST - 120.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 15 SECONDS EAST - 60.00 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 31 SECONDS WEST - 103.66 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 31 SECONDS WEST - 25.10 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 29 SECONDS WEST - 60.00 FEET; THENCE NORTH 47 DEGREES 18 MINUTES 54 SECONDS WEST - 69.81 FEET; THENCE NORTH 54 DEGREES 04 MINUTES 12 SECONDS WEST - 71.40 FEET; THENCE NORTH 80 DEGREES 56 MINUTES 59 SECONDS WEST - 71.40 FEET; THENCE NORTH 67 DEGREES 49 MINUTES 45 SECONDS WEST - 71.40 FEET; THENCE NORTH 74 DEGREES 42 MINUTES 32 SECONDS WEST - 71.40 FEET; THENCE NORTH 81 DEGREES 43 MINUTES 02 SECONDS WEST - 71.39 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 39 SECONDS WEST - 71.50 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 07 SECONDS WEST - 126.50 FEET; THENCE NORTH 85 DEGREES 23 MINUTES 17 SECONDS WEST - 109.20 FEET; THENCE NORTH 76 DEGREES 12 MINUTES 02 SECONDS WEST - 169.96 FEET; THENCE NORTH 72 DEGREES 45 MINUTES 08 SECONDS WEST - 51.45 FEET; THENCE NORTH 64 DEGREES 22 MINUTES 00 SECONDS WEST - 55.02 FEET; THENCE NORTH 63 DEGREES 16 MINUTES 15 SECONDS WEST - 157.52 FEET; THENCE NORTH 29 DEGREES 18 MINUTES 14 SECONDS WEST - 80.82 FEET; THENCE NORTH 47 DEGREES 52 MINUTES 42 SECONDS WEST - 310.96 FEET; THENCE NORTH 29 DEGREES 29 MINUTES 27 SECONDS EAST - 153.96 FEET; THENCE NORTH 41 DEGREES 16 MINUTES 01 SECONDS WEST - 165.65 FEET; THENCE NORTH 22 DEGREES 16 MINUTES 50 SECONDS WEST - 90.33 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 14 SECONDS EAST - 80.74 FEET; THENCE NORTH 23 DEGREES 20 MINUTES 18 SECONDS WEST - 170.93 FEET TO THE POINT OF BEGINNING. *Being situated in the NE + SE quarter*

CONTAINING 41.748 ACRES, MORE OR LESS.

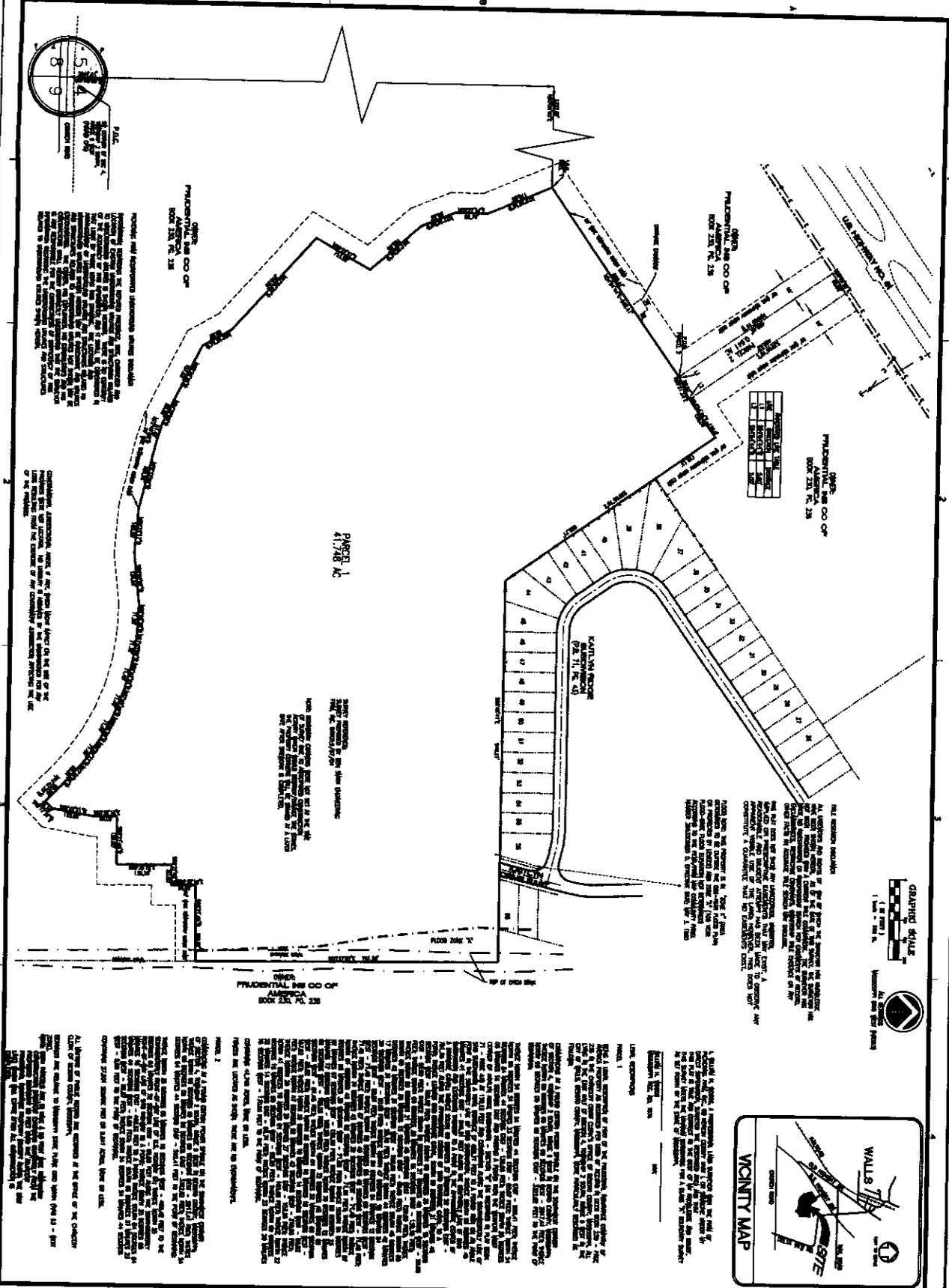
FENCES ARE LOCATED AS SHOWN. THERE ARE NO ENCROACHMENTS.

PARCEL 2

COMMENCING AT A FOUND COTTON PICKER SPINDLE ON THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 9 WEST IN DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST - 2817.41 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST - 3322.62 FEET; THENCE NORTH 54 DEGREES 54 MINUTES 44 SECONDS EAST - 563.41 FEET TO THE POINT OF BEGINNING;

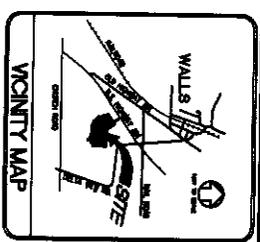
THENCE NORTH 35 DEGREES 05 MINUTES 16 SECONDS WEST - 460.42 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 61; THENCE NORTH 55 DEGREES 03 MINUTES 52 SECONDS EAST - 60.00 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY TO A POINT; THENCE SOUTH 35 DEGREES 05 MINUTES 16 SECONDS EAST - 498.63 FEET TO A POINT; THENCE SOUTH 54 DEGREES 54 MINUTES 44 SECONDS WEST - 5.00 FEET; THENCE SOUTH 65 DEGREES 31 MINUTES 23 SECONDS WEST - 50.87 FEET; THENCE SOUTH 54 DEGREES 54 MINUTES 44 SECONDS WEST - 5.00 FEET TO THE POINT OF BEGINNING. *Being situated in the NE + SE 1/4.*

CONTAINING 27,901 SQUARE FEET OR 0.641 ACRES, MORE OR LESS.



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BOUNDARY SURVEY
 OF
 PART OF THE PRUDENTIAL LIFE INSURANCE COMPANY PROPERTY AS RECORDED
 FOR DEED IN DEED BOOK 230 - PAGE 230 IN THE CHANCERY CLERK'S OFFICE
 OF DESSO COUNTY, MISSISSIPPI, ALL LOTS IN THE EAST HALF OF SECTION 4,
 TOWNSHIP 2 SOUTH, RANGE 9 WEST IN THE CITY OF WALLS, DESSO COUNTY,
 MISSISSIPPI.
 PREPARED FOR: TPR, L.L.C.



<p>DATE: 1/2/11</p>	<p>Pickering Firm of Mississippi, Inc. Planning - Engineering - Surveying</p> <p>2170 Highway 51 South Hattiesburg, MS 39302</p> <p>601-440-6245 601-440-6247</p>	<p>PROJECT # 20010100</p> <p>DATE: 8/30/2005</p> <p>SCALE: AS SHOWN</p> <p>DATE: 8/30/2005</p> <p>SCALE: AS SHOWN</p>	<table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>																