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BK 562 PG 580
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

* Prepared by and return to:
Andrea S. Bienstock, Esq.
100 Peabody Place, Suite 1400
Memphis, Tennessee 38103

EASEMENT AGREEMENT

Agreement made, effective as of 2 July, 2007, by and between METRO INVESTMENT COMPANY, a Tennessee limited partnership (hereinafter referred to as "Grantee") and METRO INVESTMENT COMPANY, a Tennessee limited partnership (hereinafter referred to as "Grantor").

WHEREAS, Grantee is the owner of certain real property located at 10400 Marina Drive, Olive Branch, Desoto County, Mississippi, as is more particularly described on Exhibit A attached hereto and made a part hereof ("Grantee's Property"); and

WHEREAS, Grantor is the owner of property located adjacent to Grantee's Property ("Grantor's Property").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a perpetual non-exclusive ingress-egress easement for access to Grantee's Property over and across that certain easement area (the "Easement Area") located on Grantor's Property and more particularly described on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD, such easement unto Grantee, its successors and assigns forever.

The easement shall run with the land and be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Grantee shall bear the responsibility and expense of repairing and maintaining the Easement Area.

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail or reputable overnight delivery service if sent to the respective address of each party as set forth below.

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

This Agreement shall constitute the entire agreement between the parties 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.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date first above written.

METRO INVESTMENT COMPANY
By: BICO Associates GP, its Managing General Partner
By: RONAB, LLC, its General Partner

By: Ronald A. By
Its: President

100 Peabody Place, Suite 1400
Memphis, Tennessee 38103

METRO INVESTMENT COMPANY
By: BICO Associates GP, its Managing General Partner
By: RONAB, LLC, its General Partner

By: Ronald A. By
Its: President

100 Peabody Place, Suite 1400
Memphis, Tennessee 38103

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public of the State and County aforesaid, personally appeared RONALD A. BELZ, MANAGING MEMBER of RONAB, LLC, a Tennessee limited liability company, a General Partner of BICO ASSOCIATES GP, a Tennessee general partnership, the Managing General Partner of METRO INVESTMENT COMPANY, with whom I am personally acquainted, and who, upon oath acknowledged that he is the MANAGING MEMBER of RONAB, LLC, a General Partner of BICO ASSOCIATES GP, the Managing General Partner of METRO INVESTMENT COMPANY, and that they as such MANAGING MEMBER executed the foregoing instrument for the purpose therein contained by signing the name of such partnerships by such limited liability company, as the managing general partner by himself as MANAGING MEMBER.

WITNESS my hand and Notarial seal, at office in Memphis, Tennessee, this, the 2nd day of July 2007.

Sandra Perry
Notary Public

MY COMMISSION EXPIRES 2 23 09

My Commission Expires: _____

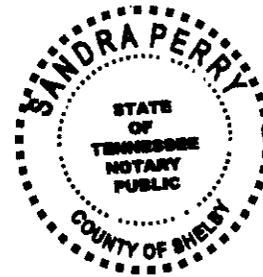


EXHIBIT A
GRANTEE'S PROPERTY

Description of Lot 15, Phase 1, Section B, Holiday Industrial Park as recorded in Plat Book 98, Pages 39 and 40 in the DeSoto County Chancery Court Clerk's Office located in Hernando, Mississippi, the property being located in Olive Branch, DeSoto County, Mississippi in Section 23, Township 1 South, Range 6 West:

Beginning at a point in the north line of Marina Drive (80' R.O.W.), said point being located in the east line of Lot 15, Phase 1, Section B, Holiday Industrial Park recorded in Plat Book 15, Page 9; thence westwardly with the north line of said Marina Drive and the westward extension thereof along a curve to the left having a radius of 629.92 feet, delta angle of 41 degrees 50 minutes 45 seconds, chord - south 66 degrees 26 minutes 49 seconds west - 449.90 feet, an arc length of 460.06 feet to a point in the east line of the Belz Investment Company property recorded in Book 167, Page 630; thence across said Lot 15 recorded in Plat Book 15, Page 9 and across said property recorded in Book 167, Page 630 the following calls: north 00 degrees 22 minutes 46 seconds east, 253.86 feet; south 89 degrees 54 minutes 56 seconds west, 615.20 feet; north 00 degrees 05 minutes 04 seconds west, 529.00 feet to a point in the south line of the Belz Investco GP property recorded in Book 395, Page 240; thence north 89 degrees 54 minutes 56 seconds east with the south line of said property recorded in Book 395, Page 240, 1019.70 feet to a found rebar in the east line of said Lot 15 recorded in Plat Book 15, Page 9; thence south 00 degrees 39 minutes 59 seconds east with the east line of said Lot 15 recorded in Plat Book 15, Page 9, 603.71 feet to the point of beginning and containing 13.678 acres of land.

EXHIBIT B
EASEMENT AREA

DESCRIPTION OF THE INGRESS/EGRESS EASEMENT:

Description of part of the Metro Investment Company property recorded in Book 167, Page 630 in Olive Branch, DeSoto County, Mississippi and being located in the west half of Section 23, Township 1 South, Range 6 West:

Commencing at the northwest corner of Section 23, Township 1 South, Range 6 West; thence south 00 degrees 28 minutes 41 seconds east with the west line of said Section 23, 1143.22 feet to a point; thence north 89 degrees 50 minutes 13 seconds east, 40.00 feet to a set $\frac{1}{2}$ " rebar with plastic cap in the east line of Alexander Road (80' R.O.W.); thence south 00 degrees 28 minutes 41 seconds east with said east line of Alexander Road for a distance of 32.08 feet to the Point of Beginning; thence leaving said east line of Alexander Road north 89 degrees 54 minutes 56 seconds east, 830.90 feet to a point; thence south 80 degrees 01 minutes 05 seconds east, 15.23 feet to a point on the west line Lot 15, Section B, Holiday Industrial Park; thence along said west line south 00 degrees 05 minutes 04 seconds east, 24.38 feet to a point; thence leaving said west line north 80 degrees 01 minutes 05 seconds west, 17.38 feet to a point; thence south 89 degrees 54 minutes 56 seconds west, 828.62 feet to a point on the east line of Alexander Road; thence along said east line north 00 degrees 28 minutes 41 seconds west, 24.00 feet to the point of beginning.