

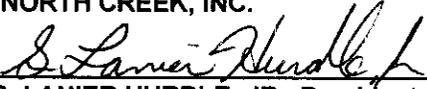


- Right of Way to Texas Gas Transmission Corp. in Book 37, Page 488 in the Chancery Court Clerk's office of DeSoto County, Mississippi;
- Covenants and Restrictions in Book 340, Page 588, Book 372, Page 642, and Book 330, Page 446 in the Chancery Court Clerk's office of DeSoto County, Mississippi.

Taxes for the year 2008 shall be paid by the Grantee and possession shall be given with this Deed.

WITNESS the signature(s) of the duly authorized officer(s) of the Corporation this the 26th day of March, 2008.

NORTH CREEK, INC.

BY:   
S. LANIER HURDLE, JR., President

Consented to:

GRANTEE

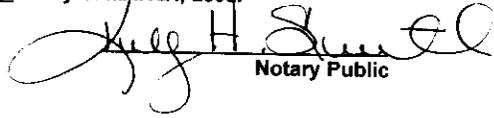
NCG, LLC

By:   
N. BARTON TUCK, Jr. Member

STATE OF MISSISSIPPI:  
COUNTY OF DeSoto:

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named S. LANIER HURDLE, JR., who acknowledged that as PRESIDENT for and on behalf of and by authority of NORTH CREEK, INC., he signed and delivered the above and foregoing Deed on the day and year therein mentioned, and for the purposes therein expressed, he having been so duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 th day of MARCH, 2008.

  
Notary Public

My commission expires:



STATE OF S.C.  
COUNTY OF Greenville

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named N. BARTON TUCK, Jr., who acknowledged that as Member for and on behalf of and by authority of Pair NCG, LLC, he signed and delivered the above and foregoing Deed on the day and year therein mentioned, and for the purposes therein expressed, he having been so duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 th day of MARCH, 2008.

Barbara C. Alexander  
Notary Public

My commission expires: 6-8-2010



Grantors Address:  
P.O. Box 279  
Holly Springs, MS 38635  
Home Phone number: N/A  
Business number: 601-619-4646

Grantees Address:  
117 Manley Street  
Greenville, South Carolina 29602  
Home Phone number: N/A  
Business number: 864-672-4650

Prepared By and Return to:  
Austin Law Firm, P.A.  
Kelly Hagan Smith, MSB #99238  
6928 Cobblestone Drive, Suite 100  
Southaven, Mississippi 38672  
(662) 890-7575

S02-08-0107

**EXHIBIT "A"**

Lots 95, 113, and 127, Section "B-2", North Creek Subdivision, located in Section 20, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 63, Page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

Lots 49 and 74, Section "B-3", North Creek Subdivision, located in Section 20, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 69, Page 25 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

**NORTH CREEK GOLF COURSE**

LOCATED IN THE NE, NW, SE & SW QUARTERS OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 WEST AND THE NE QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST

COMMENCING AT THE INTERSECTION OF STATELINE ROAD AND HORN LAKE ROAD, COMMONLY ACCEPTED AS THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE ALONG THE EAST LINE OF SECTION 20, S 01°13'32" W A DISTANCE OF 2075.88' TO A POINT; THENCE LEAVING SAID SECTION LINE N 88°51'18" W A DISTANCE OF 70.30;' TO A CONCRETE RIGHT OF WAY MARKER FOUND; THENCE S 01°13'32" W A DISTANCE OF 573.42' TO A POINT IN THE CENTERLINE OF HORN LAKE CREEK; THENCE ALONG SAID CREEK THE FOLLOWING COURSES: THENCE N 88°29'52" W A DISTANCE OF 621.00' TO A POINT; THENCE S 58°27'38" W A DISTANCE OF 232.14' TO A POINT; THENCE N 75°19'41" W A DISTANCE OF 242.07' TO A POINT; THENCE S 63°06'57" W A DISTANCE OF 300.62' TO A POINT; THENCE S 68°01'09" W A DISTANCE OF 346.92' TO A POINT; THENCE N 68°23'05" W A DISTANCE OF 142.00' TO A POINT; THENCE S 76°07'28" W A DISTANCE OF 90.91' TO A POINT; THENCE S 09°30'19" W A DISTANCE OF 99.30' TO A POINT; THENCE S 04°00'50" E A DISTANCE OF 99.09' TO A POINT; THENCE S 35°28'29" W A DISTANCE OF 60.43' TO A POINT; THENCE N 71°40'21" W A DISTANCE OF 115.66' TO A POINT; THENCE N 36°52'45" W A DISTANCE OF 122.34' TO A POINT; THENCE N 11°52'50" W A DISTANCE OF 107.42' TO A POINT; THENCE N 33°47'01" W A DISTANCE OF 51.35' TO A POINT; THENCE N 58°47'44" W A DISTANCE OF 34.56' TO A POINT; THENCE N 88°51'47" W A DISTANCE OF 126.91' TO A POINT; THENCE N 74°07'08" W A DISTANCE OF 58.08' TO A POINT; THENCE N 34°58'41" W A DISTANCE OF 62.06' TO A POINT; THENCE N 03°13'22" W A DISTANCE OF 116.65' TO A POINT; THENCE N 32°34'24" W A DISTANCE OF 36.21' TO A POINT; THENCE N 70°14'10" W A DISTANCE OF 70.10' TO A POINT; THENCE S 63°45'27" W A DISTANCE OF 106.75' TO A POINT; THENCE S 82°39'28" W A DISTANCE OF 51.92' TO A POINT; THENCE N 62°44'20" W A DISTANCE OF 419.80' TO A POINT; THENCE N 88°21'11" W A DISTANCE OF 149.50' TO A POINT; THENCE N 44°56'57" W A DISTANCE OF 284.90' TO A POINT; THENCE N 70°05'28" W A DISTANCE OF 337.66' TO A POINT; THENCE N 00°04'29" W A DISTANCE OF 202.58' TO A POINT; THENCE S 76°55'50" W A DISTANCE OF 165.82' TO A POINT; THENCE S 81°11'18" W A DISTANCE OF 144.98' TO A POINT; THENCE N 33°07'08" W A DISTANCE OF 146.22' TO A POINT; THENCE N 02°33'19" W A DISTANCE OF 367.85' TO A POINT; THENCE N 54°15'09" E A DISTANCE OF 269.75' TO A POINT; THENCE N 12°04'22" W A DISTANCE OF 97.99' TO A POINT; THENCE N 64°25'36" W A DISTANCE OF 528.55' TO A POINT; THENCE N

23°04'16" E A DISTANCE OF 213.34' TO A POINT; THENCE N 13°02'03" W A DISTANCE OF 128.46' TO A POINT; THENCE S 88°07'07" W A DISTANCE OF 284.11' TO A POINT; THENCE N 50°25'16" W A DISTANCE OF 88.10' TO A POINT; THENCE N 32°26'12" E A DISTANCE OF 110.44' TO A POINT; THENCE N 27°28'11" E A DISTANCE OF 153.30' TO A POINT; THENCE N 50°01'49" W A DISTANCE OF 119.34' TO A POINT; THENCE S 51°12'49" W A DISTANCE OF 293.21' TO A POINT; THENCE LEAVING SAID CREEK AND RUNNING ALONG AN EXISTING BERM N 54°26'11" W A DISTANCE OF 500.00' TO A POINT; THENCE N 32°51'11" W A DISTANCE OF 148.68' TO A POINT; THENCE N 00°04'11" W A DISTANCE OF 209.07' TO A POINT IN THE SOUTH RIGHT OF WAY OF STATELINE ROAD; THENCE ALONG SAID RIGHT OF WAY S 88°59'11" E A DISTANCE OF 1722.34' TO A POINT; THENCE S 01°00'49" W A DISTANCE OF 13.00' TO THE NORTHWEST CORNER OF LOT 138 OF THE NORTH CREEK SUBDIVISION SECTION A, AS RECORDED IN PLAT BOOK 60 PAGE 41; THENCE ALONG SAID SUBDIVISION LOTS 128-138 THE FOLLOWING CALLS: S 01°00'49" W A DISTANCE OF 228.27' TO A POINT; THENCE S 00°19'43" E A DISTANCE OF 113.15' TO A POINT; THENCE S 13°13'37" E A DISTANCE OF 135.25' TO A POINT; THENCE S 29°35'50" E A DISTANCE OF 135.25' TO A POINT; THENCE S 45°58'03" E A DISTANCE OF 135.25' TO A POINT; THENCE S 62°20'15" E A DISTANCE OF 135.25' TO A POINT; THENCE S 78°42'28" E A DISTANCE OF 135.25' TO A POINT; THENCE N 87°07'14" E A DISTANCE OF 109.33' TO A POINT; THENCE S 72°09'01" E A DISTANCE OF 81.80' TO A POINT; THENCE S 52°59'08" E A DISTANCE OF 115.49' TO THE SOUTHEAST CORNER OF LOT 128 NORTH CREEK SUBDIVISION SECTION A; THENCE N 31°05'11" E A DISTANCE OF 150.06' TO A POINT IN THE SOUTH RIGHT OF WAY OF SWEET FLAG LOOP (50' R.O.W.); THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 201.14', WITH A RADIUS OF 300.00', WITH A CHORD BEARING OF S 80°10'07" E, WITH A CHORD LENGTH OF 197.40' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.84', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF S 67°28'12" E, WITH A CHORD LENGTH OF 26.43' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 164.97', WITH A RADIUS OF 316.00', WITH A CHORD BEARING OF S 20°36'29" E, WITH A CHORD LENGTH OF 163.10' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 60.47', WITH A RADIUS OF 68.00', WITH A CHORD BEARING OF S 19°49'22" W, WITH A CHORD LENGTH OF 58.50' TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 157.46', WITH A RADIUS OF 68.00', WITH A CHORD BEARING OF S 21°02'20" E, WITH A CHORD LENGTH OF 124.57' TO NORTHWEST CORNER OF THE LING LINKS TRACT AS RECORDED IN DEED BOOK 518 PAGE 620 AND AROUND SAID TRACT THE FOLLOWING CALLS: THENCE S 31°53'00" E A DISTANCE OF 94.36' TO A POINT; THENCE S 17°01'16" E A DISTANCE OF 60.47' TO A POINT; THENCE S 56°43'34" E A DISTANCE OF 40.74' TO A POINT; THENCE S 34°01'46" E A DISTANCE OF 52.12' TO A POINT; THENCE N 77°41'11" E A DISTANCE OF 89.01' TO A POINT; THENCE S 63°25'23" E A DISTANCE OF 31.11' TO A POINT; THENCE S 27°07'00" E A DISTANCE OF 181.23' TO A POINT; THENCE S 24°36'04" W A DISTANCE OF 83.28' TO A POINT; THENCE S 00°30'31" E A DISTANCE OF 53.75' TO A POINT; THENCE S 13°28'08" E A DISTANCE OF 176.67' TO A POINT; THENCE S 18°47'36" E A DISTANCE OF 164.04' TO A POINT; THENCE S 05°39'21" W A DISTANCE OF 164.63' TO A POINT; THENCE S 52°09'47" W A DISTANCE OF 39.72' TO A POINT; THENCE S 67°20'55" E A DISTANCE OF 113.05' TO A POINT; THENCE S 63°14'09" E A DISTANCE OF 85.30' TO A POINT; THENCE S 76°31'17" E A DISTANCE OF 76.40' TO A POINT; THENCE N 47°55'11" E A DISTANCE OF 60.87' TO A POINT; THENCE S 09°27'22" E A DISTANCE OF 55.63' TO A POINT; THENCE N 77°05'16" E A DISTANCE OF 115.04' TO A POINT; THENCE S 80°04'34" E A DISTANCE OF 117.51' TO A POINT; THENCE N 84°17'17" E A DISTANCE OF 154.92' TO A POINT; THENCE N 76°48'39" E A DISTANCE OF 89.42' TO A POINT; THENCE S 48°28'05" E A DISTANCE OF 67.14' TO A POINT; THENCE N 70°05'30" E A DISTANCE OF 73.16' TO A POINT; THENCE S 85°56'12" E A DISTANCE OF 64.49' TO A POINT; THENCE N 62°49'01" E A DISTANCE OF 69.66' TO A POINT; THENCE N 13°03'49" E A DISTANCE OF 48.13' TO A POINT; THENCE N 42°52'39" E A DISTANCE OF 25.88' TO A POINT; THENCE N 85°18'25" E A DISTANCE OF 62.65' TO A POINT; THENCE N 28°01'21" E A DISTANCE OF 105.12' TO A POINT; THENCE S 88°23'50" W A DISTANCE OF 73.39' TO A POINT; THENCE N 04°29'18" W A DISTANCE OF 95.54' TO A POINT; THENCE N 24°33'53" W A DISTANCE OF 49.05' TO A POINT; THENCE N 17°20'53" E A DISTANCE OF 112.57' TO A POINT; THENCE N 26°22'49" W A DISTANCE OF 73.39' TO A POINT; THENCE N 08°30'50" W A DISTANCE OF 50.54' TO A POINT; THENCE N 23°43'32" E A DISTANCE OF 70.56' TO A POINT; THENCE N 61°51'55" W A DISTANCE OF 48.86' TO A POINT; THENCE S 64°01'45" W A DISTANCE OF

91.75' TO A POINT; THENCE S 88°18'46" W A DISTANCE OF 120.74' TO A POINT; THENCE S 37°32'59"  
 W A DISTANCE OF 24.94' TO A POINT; THENCE N 49°16'46" W A DISTANCE OF 23.69' TO A POINT;  
 THENCE S 73°14'33" W A DISTANCE OF 55.44' TO A POINT; THENCE N 51°29'37" W A DISTANCE OF  
 47.13' TO A POINT; THENCE N 73°22'47" W A DISTANCE OF 116.78' TO A POINT; THENCE N 64°00'25"  
 W A DISTANCE OF 134.67' TO A POINT; THENCE N 86°46'37" W A DISTANCE OF 32.82' TO A POINT;  
 THENCE S 57°32'28" W A DISTANCE OF 18.88' TO A POINT; THENCE N 33°48'37" W A DISTANCE OF  
 32.38' TO A POINT; THENCE N 76°36'59" W A DISTANCE OF 134.28' TO A POINT; THENCE N 65°59'29"  
 W A DISTANCE OF 94.54' TO A POINT; THENCE N 79°20'20" W A DISTANCE OF 36.63' TO A POINT;  
 THENCE N 48°35'33" W A DISTANCE OF 63.26' TO A POINT; THENCE N 77°44'11" W A DISTANCE OF  
 76.86' TO A POINT; THENCE N 18°25'20" W A DISTANCE OF 35.85' TO A POINT; THENCE N 87°32'21"  
 E A DISTANCE OF 43.72' TO A POINT; THENCE N 03°30'41" E A DISTANCE OF 33.56' TO A POINT;  
 THENCE N 47°28'45" W A DISTANCE OF 102.97' TO A POINT; THENCE N 75°38'13" W A DISTANCE OF  
 94.14' TO A POINT; THENCE N 64°23'45" W A DISTANCE OF 91.75' TO A POINT; THENCE N 51°07'09"  
 W A DISTANCE OF 129.81' TO A POINT IN THE EAST RIGHT OF WAY OF NORTH CREEK BLVD. (68'  
 R.O.W.); THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 75.00', WITH A  
 RADIUS OF 68.00', WITH A CHORD BEARING OF N 04°48'13" W, WITH A CHORD LENGTH OF  
 71.25' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF  
 41.93', WITH A RADIUS OF 68.03', WITH A CHORD BEARING OF N 18°44'22" W, WITH A CHORD  
 LENGTH OF 41.27' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC  
 LENGTH OF 202.31', WITH A RADIUS OF 384.00', WITH A CHORD BEARING OF N 16°10'01" W, WITH A  
 CHORD LENGTH OF 199.98' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN  
 ARC LENGTH OF 43.07', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF N 18°05'53" E, WITH  
 A CHORD LENGTH OF 37.94' TO A POINT; THENCE N 67°27'22" E A DISTANCE OF 12.21' TO A POINT;  
 THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 91.98', WITH A  
 RADIUS OF 275.00', WITH A CHORD BEARING OF N 77°02'17" E, WITH A CHORD LENGTH OF  
 91.55' TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTH CREEK SUBDIVISION SECTION A,  
 AS RECORDED IN PLAT BOOK 60 PAGE 43; THENCE S 03°02'22" E A DISTANCE OF 140.00' TO THE  
 SOUTHWEST CORNER OF SAID LOT; THENCE ALONG SAID SUBDIVISION LOTS 2-23 THE  
 FOLLOWING CALLS: THENCE S 83°32'08" E A DISTANCE OF 47.81' TO A POINT; THENCE S 63°23'24"  
 E A DISTANCE OF 48.64' TO A POINT; THENCE S 51°33'57" E A DISTANCE OF 74.12' TO A POINT;  
 THENCE S 61°15'04" E A DISTANCE OF 92.85' TO A POINT; THENCE S 72°42'37" E A DISTANCE OF  
 92.85' TO A POINT; THENCE S 82°09'54" E A DISTANCE OF 76.52' TO A POINT; THENCE S 78°48'24" E  
 A DISTANCE OF 64.20' TO A POINT; THENCE S 73°01'50" E A DISTANCE OF 64.21' TO A POINT;  
 THENCE S 67°00'06" E A DISTANCE OF 64.15' TO A POINT; THENCE S 61°16'11" E A DISTANCE OF  
 69.88' TO A POINT; THENCE S 59°19'26" E A DISTANCE OF 72.66' TO A POINT; THENCE S 62°48'23" E  
 A DISTANCE OF 79.45' TO A POINT; THENCE S 67°31'30" E A DISTANCE OF 79.45' TO A  
 POINT; THENCE S 72°14'36" E A DISTANCE OF 79.45' TO A POINT; THENCE S 76°57'43"  
 E A DISTANCE OF 79.45' TO A POINT; THENCE S 81°40'49" E A DISTANCE OF 79.45' TO  
 A POINT; THENCE S 86°23'56" E A DISTANCE OF 79.45' TO A POINT; THENCE S  
 89°06'26" E A DISTANCE OF 70.70' TO A POINT; THENCE N 88°08'25" E A DISTANCE OF  
 99.91' TO A POINT; THENCE N 60°56'41" E A DISTANCE OF 123.06' TO A POINT;  
 THENCE N 31°14'09" E A DISTANCE OF 123.06' TO A POINT; THENCE N 05°54'53" E A  
 DISTANCE OF 100.44' TO A POINT IN THE NORTHEAST CORNER OF LOT 23; THENCE ALONG LOTS  
 24-35 OF NORTH CREEK SUBDIVISION SECTION B3 RECORDED IN PLAT BOOK 65 PAGE 29 THE  
 FOLLOWING CALLS: N 01°00'49" E A DISTANCE OF 70.00' TO A POINT; THENCE N 00°53'04" E A  
 DISTANCE OF 73.06' TO A POINT; THENCE N 05°59'40" W A DISTANCE OF 89.82' TO A POINT;  
 THENCE N 10°27'04" W A DISTANCE OF 140.08' TO A POINT; THENCE N 00°21'35" W A DISTANCE OF  
 47.31' TO A POINT; THENCE N 19°37'35" E A DISTANCE OF 56.67' TO A POINT; THENCE N 23°37'10" E  
 A DISTANCE OF 140.00' TO A POINT; THENCE N 16°20'13" E A DISTANCE OF 106.69' TO A POINT;  
 THENCE N 01°00'49" E A DISTANCE OF 231.64' TO AN IRON PIN FOUND SAID PIN BEING THE  
 NORTHEAST CORNER OF LOT 35 AND THE NORTHEAST CORNER OF NORTH CREEK SUBDIVISION  
 SECTION B 3, ALSO, BEING IN THE SOUTH RIGHT OF WAY OF SATELINE ROAD; THENCE ALONG  
 SAID RIGHT OF WAY S 88°59'11" E A DISTANCE OF 536.48' TO THE NORTHWEST CORNER OF LOT 1  
 NORTH CREEK COMMERCIAL SUBDIVISION RECORDED IN PLAT BOOK 63 PAGE 37; THENCE  
 ALONG THE WEST SIDE OF SAID SUBDIVISION S 01°00'49" W A DISTANCE OF 350.88' TO A POINT;  
 THENCE N 89°08'05" W A DISTANCE OF 30.23' TO THE NORTHWEST CORNER OF LOT 180 OF

NORTH CREEK SUBDIVISION SECTION C FIRST REVISION RECORDED IN PLAT BOOK 64 PAGE 37; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION LOTS 180-198 THE FOLLOWING CALLS: THENCE S 06°24'13" E A DISTANCE OF 562.54' TO A POINT; THENCE S 12°37'47" W A DISTANCE OF 251.72' TO A POINT; THENCE S 05°32'49" E A DISTANCE OF 105.70' TO THE SOUTHWEST CORNER OF LOT 198 OF NORTH CREEK SUBDIVISION SECTION C; THENCE S 84°05'38" W A DISTANCE OF 15.00' TO THE NORTHEAST CORNER OF LOT 199 OF NORTH CREEK SUBDIVISION FIRST REVISION OF SECTION C-2 RECORDED IN PLAT BOOK 73 PAGE 21; THENCE ALONG THE REAR LOT LINES OF SAID SUBDIVISION LOTS 199-216 THE FOLLOWING CALLS: THENCE S 04°06'54" E A DISTANCE OF 39.91' TO A POINT; THENCE S 04°22'45" W A DISTANCE OF 40.61' TO A POINT; THENCE S 04°22'45" W A DISTANCE OF 40.61' TO A POINT; THENCE S 05°32'49" E A DISTANCE OF 40.00' TO A POINT; THENCE S 32°06'43" E A DISTANCE OF 44.72' TO A POINT; THENCE S 12°40'19" E A DISTANCE OF 40.31' TO A POINT; THENCE S 01°18'10" E A DISTANCE OF 72.10' TO A POINT; THENCE S 25°34'45" W A DISTANCE OF 74.46' TO A POINT; THENCE S 06°53'31" W A DISTANCE OF 37.40' TO A POINT; THENCE S 09°11'15" E A DISTANCE OF 158.42' TO A CONDUIT PIPE FOUND; THENCE N 73°00'14" E A DISTANCE OF 122.54' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 48.07', WITH A RADIUS OF 85.18', WITH A CHORD BEARING OF S 54°18'53" E, WITH A CHORD LENGTH OF 47.44' TO A POINT; THENCE S 23°04'28" W A DISTANCE OF 96.96' TO AN IRON PIN FOUND; THENCE S 43°49'11" E A DISTANCE OF 67.51' TO A POINT; THENCE S 88°46'28" E A DISTANCE OF 146.17' TO THE SOUTHEAST CORNER OF LOT 216 NORTH CREEK SUBDIVISION FIRST REVISION OF SECTION C-2; THENCE S 01°13'32" W A DISTANCE OF 63.13' TO A POINT; THENCE N 88°51'18" W A DISTANCE OF 17.30' TO THE POINT OF BEGINNING, CONTAINING 7539423.83 SQUARE FEET, 173.081 ACRES MORE OR LESS AND LOTS 127, 113 AND LOT 95 OF NORTH CREEK SUBDIVISION SECTION B-2 RECORDED IN PLAT BOOK 63 PAGE 39 AND LOTS 74 AND 49 OF NORTH CREEK SUBDIVISION SECTION B-3 RECORDED IN PLAT BOOK 69 PAGE 25, TOTALING 2.65 ACRES IN SAID LOTS. THIS PROPERTY IS SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS OF RECORD AND SUBDIVISION REGULATIONS IN EFFECT FOR THE CITY OF SOUTHAVEN, MISSISSIPPI.

**SECOND MODIFICATION AND EXTENSION AGREEMENT**

This Agreement made and entered into as of the 28th day of March, 2008, by and between BancorpSouth Bank, being one and the same entity as and formerly known as Bank of Mississippi (the "Lender"), and North Creek, Inc., (the "Borrower"),

**WITNESSETH:**

WHEREAS, Borrower is indebted to Lender as evidenced by that certain promissory note dated September 28, 2007, in the original principal amount of \$4,669,981.28, being a renewal and extension of and one and the same indebtedness as that evidenced by promissory note dated September 15, 1999, and subsequent extensions and renewals thereof, and future advances thereon (in the aggregate, the "Indebtedness"), and

WHEREAS, the unpaid balance of the Indebtedness as of March 28, 2008 is \$4,567,347.91, and

WHEREAS, payment of the Indebtedness is secured by a first priority deed of trust which appears of record in real estate Deed of Trust Book 915, Page 755, in the office of the Chancery Clerk of DeSoto County, Mississippi, (being renewed and extended in that certain deed of trust which appears of record in real estate Deed of Trust Book 1160, Page 718, in said office), as modified in that certain Modification and Extension Agreement which appears of record in real estate Deed of Trust Book 1523, Page 334, in said office (collectively, the "Deed of Trust"), and

WHEREAS, Borrower wishes to convey the property described in the deed of trust appearing in real estate Deed of Trust Book 1160, Page 718, (the "Property") to NCG, LLC, but subject to the Deed of Trust as modified and amended herein, and

WHEREAS Borrower and Lender have agreed to allocate the unpaid balance of the Indebtedness between (1) a partial modification of the Indebtedness in the form of partial renewal and extension note ("Note A") dated March 26, 2008 in the principal amount of \$1,500,000.00, the payment of which shall be secured by the Deed of Trust; and (2) the said note dated September 28, 2007, in the amount equaling the remainder of the unpaid balance of the Indebtedness (that is, the unpaid balance of the Indebtedness less the \$1,500,000.00), which shall not be secured by the Deed of Trust; and

WHEREAS, Borrower has asked that the terms of the Deed of Trust be further modified as herein set forth herein to reflect the intentions recited in the immediately foregoing paragraphs.

NOW THEREFORE, in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, contract and agree as follows:

1. The Deed of Trust, as defined hereinabove to be inclusive of instruments Deed of Trust Book 915, Page 755, Deed of Trust Book 1160, Page 718 and Modification and Extension Agreement in real estate Deed of Trust Book 1523, Page 334, is hereby modified and amended in the following particulars:

The loan amount is hereby modified to make Note A as the only indebtedness secured by the Deed of Trust, being a principal amount of \$1,500,000.00, plus interest and attorney's fees as provided in Note A.

Note A will be finally due and payable on March 26, 2013.

2. It is the intention of the parties and part of the mutual consideration herein that only payment of Note A shall be secured by the Deed of Trust, as modified herein. Otherwise, notwithstanding any provision of the Deed of Trust to the contrary, the Deed of Trust and the Property is hereby specifically excluded as collateral for any other loan, pledge, lien, hypothecation, or any other financial obligation, agreement or arrangement entered into by North Creek, Inc. prior to or subsequent to this Agreement, whether directly or by operation of any "dragnet" clause or other method of cross-collateralization.

3. Notwithstanding any provision of Note A or the Deed of Trust to the contrary, the following events shall constitute the only events of default under Note A and under the Deed of Trust: (a) failure to pay any interest or principal payment on Note A on time or in the amount due; or (b) failure of any of Borrower's covenants or obligations under the Deed of Trust to be performed.

4. Every deed of trust, pledge, lien, hypothecation and other encumbrance, if any, held by Lender against the Property, whether specifically described in this Agreement or not, is, as to the Property, likewise hereby modified and amended to incorporate therein the substance of Sections 1, 2 and 3 above.

5. Notwithstanding that the transfer of the Property by Borrower to NCG, LLC is an event of default under the Deed of Trust, Lender hereby waives all "due on sale" rights that it has on account of such transfer to NCG, LLC. However, the waiver made in this Section 5 extends only to the transfer by Borrower to NCG, LLC, and shall not be construed as a waiver of any further transfer or assignment of the Property of any kind, whether in whole or in part.

6. Except as herein modified, the Deed of Trust shall remain in full force and effect and the said note dated September 28, 2007, Note A and the Deed of Trust, as so modified, are hereby ratified and affirmed in all respects.

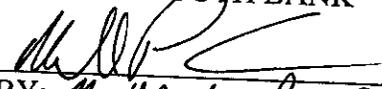
7. This Agreement shall be binding upon all and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

8. This Agreement shall not be construed to: (a) impair the validity, perfection or priority of the Deed of Trust or of any other deed of trust, pledge, lien, hypothecation and other encumbrance, if any, within the scope of Section 4 above; (b) waive or impair any rights, powers or remedies of Lender under, or constitute a waiver of, any provision of the Deed of Trust, the said note dated September 28, 2007, or Note A, except as expressly provided herein; (c) release or waive any claims Lender has against Borrower or any guarantor; or (d) constitute a novation, accord and satisfaction or substitution of the Deed of Trust, the said note dated September 28, 2007, or Note A, with Lender instead maintaining all rights and claims against Borrower, every guarantor, and the Property.

9. The undersigned request the Chancery Clerk to make a notation of this agreement on the face of the record of the aforesaid Deed of Trust.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

BANCORPSOUTH BANK

  
BY: MICHAEL P. CAMP  
Title: PRESIDENT

BORROWER:

NORTH CREEK, INC.

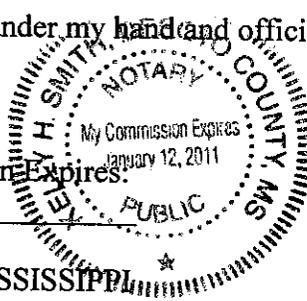
BY: S. Lanier Hurdle, Jr.  
Title: PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MICHAEL P. CAMP who acknowledged that he is the PRESIDENT of BancorpSouth Bank, a Mississippi banking corporation, and that for and on behalf of said corporation and as its own act and deed, he executed the above and foregoing instrument on the day and year therein mentioned, having been first duly authorized so to do.

Given under my hand and official seal this the 28<sup>th</sup> day of MARCH, 2008,

My Commission Expires: \_\_\_\_\_



Kelly H. Smith  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, S. Lanier Hurdle, Jr., who acknowledged that he is the President of North Creek, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its own act and deed, he executed the above and foregoing instrument on the day and year therein mentioned, having been first duly authorized so to do.

Given under my hand and official seal this the 28<sup>th</sup> day of MARCH, 2008,

My Commission Expires: \_\_\_\_\_



Kelly H. Smith  
NOTARY PUBLIC

~~PREPARED BY~~ RETURN TO:  
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