

WARD LAKE LAND COMPANY, LLC
LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement is made and entered into this the 19th day of Oct, 1996, by and among the undersigned (hereinafter referred to collectively as "Members" and individually as "Member"). For and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members do agree as follows:

(1) WHEREAS, all Members desire to operate a business for the purpose of owning, developing, operating, leasing, and otherwise dealing with real and personal property of any kind or description and to conduct other legal business activities, and

(2) WHEREAS, the Members have heretofore operated a business for the purposes described under Paragraph (1) above as Ward Land Company, a general partnership, formed on or about October 15, 1983, and

(3) WHEREAS, it now appears that the most appropriate legal entity for ownership and operation of said business is a Mississippi Limited Liability Company organized pursuant to the Mississippi Limited Liability Company Act, Miss. Code Ann. §79-29-101 et. seq. (Supp. 1995) (hereinafter the "Mississippi Limited Liability Company Act"), and

(4) WHEREAS, the Members desire to enter into an agreement in connection with the conversion of Ward Lake Land Company, a general partnership, into a Mississippi Limited Liability Company and setting forth the agreements of the Members with regard to said

limited liability company, and it is the purpose of this Agreement to constitute such an instrument and to memorialize the agreements of the Members with regard to said company;

(5) WHEREAS, the membership interests in the limited liability company shall be held by each member in the same proportion as the partnership interests were held by each partner in the general partnership; and

(6) WHEREAS, there are no changes in the partners' shares of liabilities as a result of this conversion, and no partner is relieved of the partnership debt by the limited liability company; and

(7) WHEREAS, after the partnership interests are assigned to the limited liability company, the partnership will liquidate for purposes of state law and will distribute its assets to Ward Lake Land Company, LLC; however, for purposes of Section 708 of the Internal Revenue Code of 1986, as amended, the partnership will not terminate as a result of this contribution of partnership interests to Ward Lake Land Company; and

(8) WHEREAS, Ward Lake Land Company, a Mississippi General Partnership, hereby converts to a Mississippi Limited Liability Company with Ward Lake Land Company, LLC, as the successor-in-interest to Ward Lake Land Company, a Mississippi General Partnership; and

(9) WHEREAS, the business of the former partnership will continue to be carried on by the new limited liability company, Ward Lake Land Company, LLC.

AGREEMENTS

NOW, THEREFORE, it is hereby agreed as follows:

1. Formation

The parties hereto shall file with the Mississippi Secretary of State a Certificate of Formation and shall, pursuant to the Mississippi Limited Liability Company Act, form a Mississippi Limited Liability Company under the name of WARD LAKE LAND COMPANY, LLC (hereinafter the "LLC") (or, if said name is, for any reason, not approved by the Secretary of State, then under such other name as may be agreed upon by the parties, approved by the Secretary of State, and evidenced by written amendment to this Agreement).

2. Principal Place of Business

The principal place of business of the LLC shall be 1448 Ward Lake Road, Clarksdale, Mississippi 38614.

3. Purpose

The purpose of the LLC shall be for the purpose of owning, developing, operating, leasing, and otherwise dealing with real and personal property of any kind or description, as well as to carry on any other lawful business, purpose or activity with the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including all powers specified in the Mississippi Limited Liability Company Act.

4. Term

The term of the LLC shall commence upon the filing of the Certificate of Formation with the Office of the Secretary of State of Mississippi and shall terminate as provided in Paragraph 25 of

this Agreement.

5. Tax Classification

It is the intention of the Members that the LLC shall be classified as a partnership for purposes of federal and state tax laws.

6. Ownership Interests and Voting

The names and addresses of the Members and the initial ownership interests which, except as otherwise provided, shall govern and control insofar the respective rights of the Members pursuant to this Agreement shall be as set forth as Exhibit "A" attached hereto and incorporated herein by reference.

Any change in the ownership interests in the LLC may only be affected by a written amendment to this Agreement executed by all Members.

The LLC ownership interest, or unit, of each Member shall consist of the following: (1) a capital interest, which includes voting rights and the Member's right to a share of the assets of the LLC upon dissolution, (2) an economic interest, which includes the right to receive the annual distribution of profits from the LLC, if any, as determined by this Agreement, and (3) a hunting interest, which includes the right of the Member and his guest(s) to hunt on real property owned by the LLC subject to the provisions, rules, and regulations on said hunting rights set forth in Paragraph 24 of this Agreement. It is understood that failure of a Member and/or guest(s) to comply with the provisions, rules and regulations set forth in Paragraph 24 of this Agreement may result

in suspension and/or termination of that Member's hunting interest as described in said Paragraph without affecting the Member's capital interest and economic interest. For the purposes of the Agreement, the terms "interest" and "interests" shall mean the ownership interest of the Member or Members, including the capital interest, economic interest and hunting interest, unless the context clearly ~~indicates otherwise~~

Each Member having an ownership interest of one (1) unit in the LLC shall have one (1) vote on matters affecting the LLC. Members having an ownership interest of two (2) units shall have ~~two~~ (2) votes in this regard.

7. Initial Contributions

As their initial contributions to the LLC, the Members agree to assign their partnership interests in Ward Lake Land Company, a general partnership, to the LLC. In addition, that certain real property described on Exhibit "B" which is attached hereto and incorporated herein by reference shall be transferred by Ward Lake Land Company, a General Partnership, to the LLC.

No Member shall be entitled to interest of any kind on amount of that Member's initial contribution to the LLC.

8. Net Profits, Net Losses

Subject to such adjustments as may be required pursuant to Paragraph 9 below, the net profits and the net losses of the LLC apportioned among and shall be shared by the Members in accordance with the percentages set forth on Exhibit "C" which is attached hereto and incorporated herein by reference. For the purposes of

this Agreement, the terms "Net Profits" and "Net Losses" shall be defined to mean the income, gain, loss, deductions and credits of the LLC in the aggregate or separately stated, as appropriately determined in accordance with the method of accounting adopted by the LLC.

9. Capital Accounts

An individual capital account shall be maintained for each Member. Each Member's capital account shall include the contributions actually made by that Member, increased by income allocated to that Member, less the sum of (i) any losses allocated to that Member, (ii) the amount of cash and the fair market value of any other asset distributed to that Member (net of liabilities assumed or taken subject to by such Member), and (iii) such Member's distributive share of all other expenditures of the LLC not deductible in computing its taxable income. For the purposes of this agreement, the term "Regulations" shall mean the Treasury Regulations adopted pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Each Member's capital account shall be determined and maintained in accordance with the Regulations adopted pursuant to Section 704(b) of the Code. Any questions concerning a Member's capital account shall be resolved by applying principles consistent with this Agreement, the Regulations and the Code in order to insure that all allocations to Members shall have substantial economic effect.

10. Profits, Losses and Distributions

(a) Except as may be required by Section 704(c) of the Code

and the accompanying Regulations, all items of income, gain, loss, deduction and credit shall be allocated among the Members in accordance with their respective interests in the LLC and as described in Paragraphs 8 and 10 hereto. In the event of a permitted transfer of a Member's ownership interest under this Agreement, all items of income, gain, loss, deduction and credit allowable to any transferred interest shall be allocated between the transferor and the transferee(s) based upon an interim closing of the LLC's books.

(b) The Code and the Regulations contain certain economic sharing requirements in order for income tax allocations among Members to be respective for tax purposes. In general, such requirements are designed to eliminate the allocation of tax losses which have no economic effect to the Members. In order to comply with the requirements, this paragraph 10(b) requires that the qualified income offset and minimum gain charge back provisions provided for in the Regulations, as presently in effect and as hereafter may be amended, be followed. Such provisions are not expected to alter the allocations of income, gain, loss, deduction and credit described in 10(a) above except in unusual and unforeseen circumstances. If a special allocation of an item is made to a Member under this Paragraph, future allocations of profits and losses shall be adjusted to take into account such special allocation.

11. Additional Funds and Adjustments

(a) Call For Funds. The Members recognize

that the income produced by the LLC's properties may be insufficient to pay the operating costs of the properties. If in the judgment of the Managers additional funds are required to pay such operating costs, upon a majority vote of the ownership interests in the LLC, the additional funds shall be called for by the Managers and shall be contributed by the Members in proportion to their ownership interests in the LLC. However, the ownership interests of Mary P. Garrett and Beverly Irene Sherard Simon, being ownership interests derived by sale of real property pursuant to the terms of that certain Option Agreement dated July 15, 1983 (the "Option Units"), and thereby being free from assessment as therein set out, shall not be called upon or required to contribute additional funds under this Paragraph 11 for a period of fifteen (15) years from the date of closing of the purchase and sale contemplated by the aforesaid Option Agreement, which date shall be January 2, 1984. After fifteen years from January 2, 1984, each of the Option Units shall be subject to the call for additional funds provided hereunder, but only after the Member owning an Option Unit shall have used the real property conveyed by the terms of the aforesaid Option Agreement for hunting or other recreational purposes and is thereby no longer holding the same for investment purposes only. Use of the premises after the fifteen-year period of exemption shall cause all special privileges arising to an Option Unit by virtue of the terms of the aforesaid Option Agreement to cease.

In addition, a sale or transfer of an Option Unit, pursuant to

the terms hereof to anyone other than a family member as hereinafter defined, shall, pursuant to the terms of the aforesaid Option Agreement, cause all special privileges for that Option Unit to cease.

"Family member" as used in the preceding paragraph to this agreement shall be defined as follows:

(1) For the Option Unit issued to Beverly Sherard Pettey and now owned by Mary P. Garrett, the children and grandchildren of Beverly Sherard Pettey; and

(2) For the Option Unit issued to Beverly Irene Sherard Simon, her children and grandchildren, John H. Sherard, IV, his children and grandchildren, and Mary Scott Sherard Aschermann, her children and grandchildren.

In no instance shall the amount of funds subject to call and contribution in any calendar year exceed the sum of \$5,000.00 in the aggregate, unless such sum is approved by Members owning at least a 75% majority of the ownership interests in the LLC. The call for funds in excess of \$5,000.00 in the aggregate shall be considered as an extraordinary action or matter under Paragraph 12(d) hereto. As used above, the term "operating costs" shall include costs of repair, maintenance and improvements; insurance premiums; legal and accounting fees; and real estate taxes, assessments and other governmental charges. Such term shall not include principal and interest payments on loans to the LLC.

(b) Contribution For Defaulting Members. If any Member is unable or unwilling to make any or all of his proportionate contribution, then the remaining Members who are able and willing to do so may make a contribution in excess of their proportionate share, in such amounts as they may agree among themselves. If they are unable to agree, each Member who is able and willing to make a contribution shall have the primary right to contribute that portion of such excess which the proportion of such Member's ownership interest in the LLC bears to the aggregate ownership interests of all such Members, and a secondary right to contribute any remaining portion of such excess which is not desired to be contributed by any other Member in the exercise of his primary right. If there is more than one Member desiring to exercise secondary rights, each Member so desiring shall be entitled to contribute the remaining portion of such excess in the same proportion as stated above with regard to their primary rights.

(c) Contribution By Non-Defaulting Members. In any event a Member makes a contribution to the LLC pursuant to paragraph 11(b) above, that Member's contribution shall be treated as a contribution of additional capital of the LLC and his capital account shall be increased accordingly.

(d) Lack of Contribution By Non-Defaulting Member For Defaulting Member. If within ten (10) days after default no Member chooses to make a contribution in excess of his proportionate share on behalf of a defaulting Member under the

provisions of Paragraphs (b) and (c) above, then the defaulting Member shall be required to elicit an offer to purchase from a third-party purchaser which the LLC shall have a right to meet under the provisions of Paragraph 21 hereof. In such event, if within sixty (60) days from the date of default the defaulting Member has been unable or unwilling to find a bona fide third-party offer to purchase his interest, then the LLC, after the vote and approval of a 75% majority of the ownership interests in the LLC, shall have the right to purchase the defaulting member's ownership interest for the sum of his capital account and income account balances, less any indebtedness, whether then due or not, owing the LLC by the defaulting Member.

During any period of default, the defaulting Member shall forfeit all rights to physically utilize the LLC's property for any purpose. Payment by the defaulting Member of the capital call or sale of the ownership interest to a third-party purchaser and payment of the capital call by the third-party purchaser shall reinstate all rights incident to ownership of the ownership interest or unit in question.

12. Management Of The LLC

The LLC's business shall be managed or at the direction of two Managers. The names and addresses of the initial Managers of the LLC are James M. Crews, Jr., 70 Cherry Lane, Memphis, Tennessee 38117, and John S. Evans, 9091 Rocky Cannon Road, Cordova, Tennessee 38018. A Manager may also be a Member and, as such, is entitled to all the rights of a Member in addition to his rights as

a Manager. The duties and responsibilities of the Managers is as follows:

(a) The day-to-day affairs of the LLC shall be handled by the Managers. The Managers shall be elected by the Members annually by a vote of the majority of the ownership interests of the LLC at its annual meeting.

(b) Members owning a majority of the ownership interest of the LLC may remove either or both acting Managers at any time, without cause. In such event, a special election to elect a successor of either or both Managers shall be called upon ten (10) days written notice to all Members, which special election shall be held at the principal office of the LLC.

(c) The Managers, or either of them, shall provide such services to the operation of the LLC business as they shall deem proper and necessary, including keeping all Members informed of all letters, accounts, writings and other information which shall come to the attention of the Managers concerning the business of the LLC.

(d) The Managers shall likewise keep or cause to be kept full records of each transaction of the LLC and shall maintain such records at the principal office of the LLC or at the principal office of the LLC's accounting firm. Such records shall be open for inspection and examination by all Members, or their duly authorized representatives, at all reasonable times. The Managers shall further furnish to each Member at the annual meeting of the LLC or within sixty (60) days thereafter, statements of the

financial condition of the LLC. The fiscal year of the LLC shall end on December 31. The Managers shall further cause to be timely filed and furnished to each Member after the close of the fiscal year, appropriate income tax returns for the LLC.

(e) The Managers shall cause the funds of the LLC to be deposited in such bank account as they shall designate and withdrawals shall be made upon such signatures as the LLC shall authorize.

(f) The Managers shall not be liable to the LLC or to any Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement. The Managers shall be liable only for acts and/or omissions involving intentional wrongdoing.

(g) The Managers shall be reimbursed for out-of-pocket expenses incurred on behalf of the LLC. In addition, and upon a vote of Members holding a majority of the ownership interests in the LLC, the Managers may be compensated for their services provided to the LLC in amounts that the membership deems appropriate.

(h) Upon any matter or action approved by the LLC pursuant to the terms and requirements of this Agreement, a resolution shall be entered by the LLC authorizing the Managers to execute and deliver any and all documents necessary to effectuate and accomplish the matter(s) or actions(s) so approved.

(i) In addition to the foregoing, an Advisory Board consisting of six (6) individuals shall be appointed and elected by

Members holding a majority of the ownership interests in the LLC. Nominations for appointments to this Board may be made by the Managers and any Member of the LLC. In order to serve on this Advisory Board, an individual must either be a Member of the LLC, the spouse of a member of the LLC, or someone having a financial interest in the LLC. For the purposes of this provision, the term "financial interest" shall mean an individual leasing real property to the LLC which is utilized in connection with the LLC's business operations. The purpose of the Advisory Board will be to assist the Managers in making any decisions that they are authorized to make under the provisions of this Agreement as well as to advise the Managers on any other matters which are to be submitted to the membership for a vote pursuant to the provisions of this Agreement.

13. Consent to Operations

Procedure for the operation of the LLC shall be as follows:

(a) The routine affairs of the LLC shall be handled by the Managers, as stated in Paragraph 12 above.

(b) The election of Managers shall require the vote and approval of a majority of the ownership interests of the LLC.

(c) The confession of judgment against the LLC or the amendment of this Agreement shall require the vote and unanimous approval of all Members.

(d) All other actions taken by the LLC excluded by those mentioned in Paragraphs (a), (b) and (c) above, including, but without limiting the generality hereof, the purchase, sale, lease, or acquisition of any real property in the name of the LLC, the

borrowing of money in the name of the LLC, or the exercise of its right of first refusal to purchase ownership interests under the provisions of Paragraph 21 hereof, shall require the vote and approval of Members owning a seventy-five percent (75%) majority of the ownership interests of the LLC. In the event an extraordinary matter is brought before the LLC and receives the vote and approval of Members owning a 75% majority of the ownership interests of the LLC, but dissenting Members thereafter continue to object to the action of the majority, each dissenting Member shall be required to sell his ownership interest to a third-party purchaser under the provisions of Paragraph 21 hereof, or alternatively, to the LLC or another Member as hereinafter set out. If any dissenting Member desiring to sell his ownership interest is unable to find a bona fide third-party offeror to purchase such interest, then if the LLC implements the contested extraordinary matter, at the option of the dissenting Member, upon forty-five (45) days notice, the LLC shall purchase his ownership interest for the sum of his capital and income account balances. There shall be set off against the capital and income accounts of the selling Member any indebtedness owing the LLC by the selling Member, whether then due or not, in determining the sum due the selling Member.

14. Management Powers of Members

No Member who is not a Manager shall have the power to bind the LLC or to act on behalf of the LLC in any manner whatsoever, except by specifically authorized voting rights set out in this Agreement and the Mississippi Limited Liability Company Act.

15. Indemnity

(a) The LLC shall indemnify the Managers against and save them harmless from any claim, demand, judgment, or liability, and against and from any loss, cost, or expense (including, but not limited to, attorneys' fees and court costs, which may be paid by the LLC as incurred), which may be made or imposed upon the Managers by reason of any (i) act performed for or on behalf of the LLC or in furtherance of the LLC's business, or (ii) failure to act or omission on the part of such persons.

(b) All judgments against the LLC and the Managers wherein the Managers are entitled to indemnification must first be satisfied from assets of the LLC before the Managers or such other persons shall be responsible for such obligations.

(c) The termination of any action, suit or proceeding, by judgment or settlement, shall not, of itself, create a presumption that the Managers are not entitled to indemnification or are not entitled to the protection afforded by this Agreement.

(d) The LLC may purchase and maintain insurance on behalf of the Managers covered by this Paragraph 15 whether or not the LLC would have the power or obligation to provide indemnification against liability under the provisions of this Agreement or the Act.

(e) The expenses (including legal fees and expenses) of any Managers incurred in defending any proceeding shall be paid by the LLC in advance of the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the subject person to

repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the company as authorized hereunder.

(f) It is expressly understood and agreed by the Members that in the event the LLC is called upon to indemnify the Managers as provided in (a) through (e) herein but is unable to do so because of insolvency or lack of cash assets to do so, the Members shall, pro rata according to their respective percentages of ownership, provide the protections and indemnity to the Managers provided in this Paragraph 15.

16. Act of the Managers or Members

The Managers shall act by the unanimous vote of the Managers.

Except as provided herein or in the Mississippi Limited Liability Company Act, on any matter requiring the vote or consent of the Members, the Members shall act by the vote of Members owning a majority of the ownership interests in the LLC.

17. Meetings of Managers and Members

Any Manager may call a meeting of Managers. Any Manager and Members owning a majority of the interests in the LLC may call a meeting of Members.

All meetings of Managers and Members shall be held at the principal office of the LLC, or at such other place in Coahoma County, Mississippi, designated by the Managers.

The annual meeting of the LLC company shall be held at the principal office of the company or at such other place in Coahoma County, Mississippi, designated by the Managers, on the second

Tuesday of each September at 6:00 p.m. Special meetings of the LLC company may be called by the Managers or by any nine (9) Members of the LLC acting in concert upon ten (10) days written notice to the Members. The notice shall state the subject matter of the meeting, and business transacted at the meeting shall be confined to the objects stated in the notice. Such special meetings shall either be held at the principal office of the LLC or at some location on real property owned by the LLC and well known to the Members. The location of any annual meeting not held at the principal office and the location of every special meeting shall be provided to the Members by notice mailed not less than ten (10) days before the meeting.

Any Manager may vote at any meeting of Managers and any Member may vote at any meeting of Members in person or by proxy. A Manager may grant a formal written proxy to any other Member to cast any vote on his or her behalf. In addition, any Member may exercise his vote by written or oral notification to the Managers.

The entirety of the Managers, represented in person or by proxy, shall constitute a quorum at any meeting of Managers.

Members owning a majority of the interests in the LLC, represented in person or by proxy, shall constitute a quorum at any meeting of Members; provided, however, it is recognized and understood that certain action of the LLC may require a greater percentage of the vote of the ownership interest in the LLC.

Any action required to be taken or which may be taken at a meeting of Managers or Members may be taken without a meeting if

one or more consents in writing setting forth the action so taken shall be signed by persons owning interests which would have been sufficient to authorize the action at a meeting. The written consent shall be delivered to the LLC for inclusion in the records of the LLC.

18. Standard of Care And Managers' Limitation of Liability

The Managers shall discharge their duties on behalf of the LLC in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed to be in the best interests of the LLC.

No Manager shall be liable to the LLC or the Members for money damages for any action taken, or any failure to take any action, as a Manager, except for: (a) the amount of a financial benefit received by a Manager to which he is not entitled, (b) an intentional infliction of harm on the LLC or the Members, (c) an intentional violation of criminal law, or (d) a violation of the Mississippi Limited Liability Company Act

19. Cash Distributions

Profits from the operation of the LLC shall be first used to reduce any due and payable indebtedness of the LLC. All cash distributions shall be made only on a vote of Members owning at least a two thirds (2/3) majority of the ownership interest in the LLC. Cash distributions shall only be made from cash flow, which is defined as all cash received from all sources, less expenses and obligations of the LLC and less the amount of reserves determined by the Members to be prudent and in the best interest of the LLC;

provided, however, that the ability of the LLC to make any cash distribution as provided by this Paragraph shall be governed by the provisions and limitations of Miss. Code Ann. §79-29-605 (Supp. 1994).

20. Prohibited Acts

No Member shall transfer, assign or convey his ownership interest in the LLC to any other person or entity except in accordance with the provisions of Paragraph 21 contained herein. It is specifically understood and agreed that the interest of each Member in the LLC is personal property. No Member shall own any interest in specific property owned by the LLC, whether classified as real or personal property. No Member shall pledge, assign, mortgage, encumber or otherwise use his interest in the LLC as collateral for any loan on other indebtedness.

21. Sale Or Transfer Of Interests

Any Member desiring to sell, transfer, dispose of, or otherwise withdraw from or relieve himself of his ownership interest in the LLC shall do so only in accordance with the provisions of this paragraph.

(a) Transfer to Third Party:

A member may transfer his ownership interest in the LLC to a third party only if the entirety of the following terms and conditions are met:

(1) The Member has received a bona fide third party offer to purchase his ownership interest;

(2) The Member provides to the LLC written notice of the

offer specifying the name of the offeror in the amount of the offer, allowing the LLC a period of ninety (90) days within which to meet the offer; and

(3)(i) The LLC elects not to meet the offer and purchase the Member's interest and approves the transfer of the Member's interest to the bona fide third party offeror by a vote of Members owning at least seventy-five (75%) percent of the ownership interests of the LLC; and

(ii) Following an election by the LLC not to meet the third-party offer, no other Member(s) elects to meet the offer and purchase the interest in question. For the purposes of this provision, any Member(s) interested in purchasing the interest in question shall provide to Managers written notice of this intention within the above referenced ninety (90) period. If the LLC elects not to meet the offer, then the Member(s) indicating an intention to purchase the interest may then purchase the interest in question by meeting the terms of the third-party offer; provided, however, that the purchase by a Member as described in this sub-paragraph must be approved by a vote of Members owning at least seventy-five percent (75%) of the ownership interests of the LLC. In the event that more than one Member desires to purchase the interest in question, those Members will draw lots for the right to purchase the interest with the Member obtaining the option to purchase the interest then being subject to the approval of Members owning at least seventy-five percent (75%) of the ownership interests of the LLC as described above;

(iii) After the ninety (90) day period has elapsed and the LLC has approved the purchase by the third party as provided herein and as such, not chosen to purchase the Member's ownership interest and no other Member(s) has elected to purchase the interest in question and the LLC has so notified the Member in writing, the Member shall have the right to sell without restriction to the third party offeror. However, it is understood and agreed that the approvals contemplated hereby are within the sole discretion of the membership and any refusal to grant the approval of the transfer contemplated hereby pursuant to the provisions of this agreement will be final, even though the refusal to grant the approval sought may be arbitrary or unreasonable. It is also understood and agreed that this right of first refusal held by the LLC shall be a continuing right as to each bona fide offer to purchase made. In other words, if a bona fide third party offer is subsequently withdrawn or rejected by the Member, then the LLC's right of first refusal and the Members' second option shall be renewed as to any future or additional third party offers to purchase that Member's ownership interest;

(iv) In the event any proposed transfer under this paragraph 21 does not receive the vote of approval by Members owning at least seventy-five percent (75%) of the ownership interests of the LLC (except those transferees described in paragraph 21(d)), the Member may not transfer any aspect of his ownership interest in the LLC, including his or her economic interest, capital interest or hunting interest.

(b) In addition to the requirements set forth in subparagraph (a) above, any individual seeking to purchase an ownership interest in the LLC (including proposed transferees under paragraph 21(d)) may be admitted as a Member only if he or she agrees to execute and acknowledge any and all instructions as are necessary or desirable to affect such admission and confirm his or her agreement to be bound by all the covenants, terms and conditions of this Agreement, as the same may have been amended from time to time.

(c) Other Attempted Transfers

Any attempted transfer by any Member by any method other than those specified in this Agreement shall be invalid and shall not convey any ownership or Membership rights to the transferee, including the right to vote on matters related to the LLC.

(d) Transfers to Spouse or Descendants

Notwithstanding the foregoing, a Member may, during his or her lifetime, transfer his ownership interest by gift or sale to his spouse or any of his decedents, including his or her step-children or any decedent whose relationship to the Member is created by birth or adoption. Thereafter, the transferee shall become a Member with all of the interests, rights and duties previously held by the transferring Member and shall be subject to all terms and provisions of this agreement.

22. Continued Liability Of Transferring Member
for Obligations of the LLC

Upon any permitted transfer as provided under Paragraph 21 contained herein, the LLC and the remaining Members shall use their best efforts to obtain the release of the transferring Member (or

his estate as the case may be) from any liability for any promissory notes or other obligations of the LLC co-signed, endorsed, or otherwise guaranteed by the transferring Member.

23. At the Death of a Member

(1) Waiver of Statutory Appraisal. Upon the death of a Partner, an inventory and appraisal of the LLC's assets in the estate of the deceased Member's ownership interest is hereby waived to the full extent allowed by law.

(2) Estate Becomes a Member. After the death of a Member, that Member's estate, by its fiduciary (and the beneficiary of the of the LLC interest from the estate) shall become a Member with all the rights, interests and duties previously held by the decedent (except the right to be a Manager). Any party to whom a deceased Member's LLC ownership interest passes at death, except the wife or any child of the deceased Partner, must receive the vote and approval of a 75% majority of the ownership interests in the LLC before admission to the LLC as a new Member. If such party is unable to obtain the required vote and approval of the LLC, then he shall have the rights of a dissenting Partner under Paragraph 13(d) hereto.

24. Hunting Club Rights

As set forth in paragraph 6 hereto, a Member's ownership interest, or unit, also includes the right of the Member or to hunt on real property owned by the LLC subject to the rules and regulations set forth on Exhibit "D" hereto, the terms of which are incorporated herein by reference. Failure of a Member or his

guest(s) to comply with said rules and regulations shall result in penalties and/or sanctions to be determined and imposed by the Mangers upon the advice and recommendation of the Advisory Board described in paragraph 12(i) of this Agreement.

25. Dissolution and Distribution of Assets

The LLC shall be dissolved and its affairs wound up upon the occurrence of the first of the following Dissolution Events:

(a) Upon the written consent of Members owning a majority of the ownership interests in the LLC;

(b) Upon the death, insanity, bankruptcy, retirement, resignation or expulsion of a Member unless the LLC is continued by the written consent of all the remaining Members within ninety (90) days of the occurrence of said event;

(c) Upon entry of a decree of judicial dissolution as provided under the Mississippi Liability Company Act;

(d) Upon the occurrence of any event requiring mandatory dissolution under the Mississippi Limited Liability Company Act.

Dissolution and the winding up of the affairs of the LLC shall be handled in accordance with the Mississippi Limited Liability Company Act.

Upon dissolution, a Certificate of Dissolution shall be filed as required by the Mississippi Limited Liability Company Act and upon completion of the winding up of the affairs of the LLC a Certificate of Cancellation shall be filed. In the event of dissolution, the assets of the LLC shall be applied in the following order:

(a) Payment to creditors of the LLC, including members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the LLC other than liabilities for distribution;

(b) Payment to members in satisfaction of liabilities for distributions;

(c) Payment to members in accordance with their positive capital accounts balances; and

(d) Payment of the balance, if any, to all members in accordance with their percentages for sharing net profits and net losses.

Claims against the LLC once dissolved shall be handled in accordance with the procedure set forth in the Mississippi Limited Liability Company Act. Assets shall be distributed upon dissolution in accordance with said Act with each Member receiving an undivided interest in all assets of the LLC in accordance with such Member's interest in said LLC at the time of dissolution.

26. Notices

All notices and communications between the LLC, its Managers and Members as required by this Agreement shall be in writing and shall be given personally or by registered or certified mail, postage prepaid, addressed as set forth in Paragraph 6 hereto. Any of the Members may change their address required in this paragraph by giving written notice by United States Mail to each of the other remaining Members and Managers.

27. Miscellaneous

This Agreement shall be governed by Mississippi law,

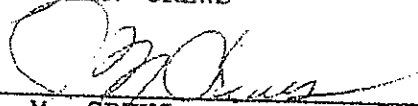
including, but not limited to, the Mississippi Limited Liability Company Act. Declaration by any court of competent jurisdiction of any section of this Agreement as invalid shall not void the remainder of this Agreement, which shall remain in full force and effect. The provisions of this Agreement are binding upon all heirs, successors and assigns of all parties hereto, and are binding upon and inure to the benefit of all successors in interest. No modification or amendment of this Agreement shall become effective until in writing and signed by all Members.

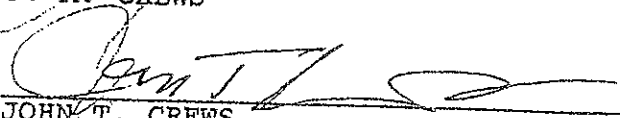
WITNESS OUR SIGNATURES, this the ___ day of _____, 1996.

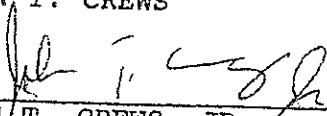

D. J. CANALE, M.D.

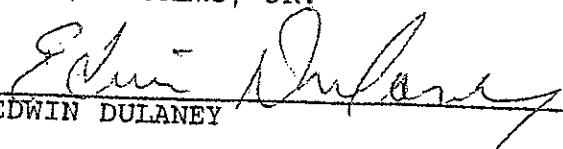

CALDWELL DAVIDSON LOWRANCE, JR.


JAMES M. CREWS


J. M. CREWS


JOHN T. CREWS


JOHN T. CREWS, JR.


EDWIN DULANEY