IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HDC HOLDINGS II, LLC, et al,[1] Debtors.	Chapter 11 Case No. 24-12307 (TMH) **Hearing Date: April 1, 2025 at 2:00 p.m. (ET)** **Objection Deadline:** **March 25, 2025, at 4:00 p.m. (ET)**

MOTION OF HANCOCK WHITNEY BANK
FOR RELIEF FROM THE AUTOMATIC STAY

Hancock Whitney Bank ("Hancock Whitney"), through undersigned counsel, respectfully moves this Court (this "Motion") for the entry of orders substantially in the form of the proposed orders attached as **Exhibits 2 and 3** hereto (the "Proposed Orders") granting relief from the automatic stay (the "Motion") pursuant to Sections 362 and 553 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rule 9013 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 4001-1 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"). In support of this Motion, Hancock Whitney relies on the Affidavit of Deborah S. Renfroe attached as **Exhibit 1** hereto (the "Affidavit"), which is incorporated by reference herein. In further support of the Motion, Hancock Whitney respectfully represents as follows:

[1] The Debtors in these chapter 7 cases (collectively, the "Debtors"), together with the last four digits of each Debtor's federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors' headquarters are located at 6892 US Hwy 49 North, Hattiesburg Mississippi 39402.

JURISDICTION

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 1334 and 157 and the *Amended Standing Order of Reference* dated February 29, 2012, from the United States District Court for the District of Delaware. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this Court under 28 U.S.C. § 1408.

2. The statutory and procedural predicates for the relief sought herein is Sections 362 and 553 of the Bankruptcy Code, Bankruptcy Rule 9014, and Local Rules 4001-1 and 9013-1.

BACKGROUND

3. On October 10, 2024 (the "Petition Date"), the Debtors commenced these cases (collectively, the "Bankruptcy Cases") in this Court by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

4. On December 23, 2024, upon motion of the Debtors, the Court entered an order converting the Bankruptcy Cases to cases under Chapter 7 of the Bankruptcy Code.

5. On December 26, 2024, the Office of the United States Trustee appointed George Miller (the "Chapter 7 Trustee") as chapter 7 trustee in the Bankruptcy Cases.

Real Estate Loans and Collateral

6. Debtor CCM Capital Assets, LLC ("CCM Capital") is indebted to Hancock Whitney pursuant to that certain: (i) Promissory Note dated March 31, 2016, by CCM Capital Assets, LLC, payable to Hancock Bank in the original principal amount of $2,800,000.00, as amended by Change in Terms Agreement dated April 28, 2022, Loan No. 33000411355 ("Note 1"); (ii) Promissory Note dated December 15, 2017, by CCM Capital Assets, LLC, payable to

Hancock Bank in the original principal amount of $1,700,000.00, as amended by Change in Terms Agreement dated April 28, 2022, Loan No. 33000455261 ("Note 2"); and (iii) Promissory Note dated August 14, 2018, by CCM Capital Assets, LLC, payable to Hancock Whitney Bank in the principal amount of $12,250,000.00, as amended by Change in Terms Agreement dated April 28, 2022, Loan No. 33000468876 ("Note 3" and, collectively with Note 1 and Note 2, the "Notes"). Copies of the Notes are attached to the Affidavit as **Exhibits A1-3**.

7. The Indebtedness under the Notes is secured by, *inter alia*, deeds of trust on CCM Capital's real property located in Mississippi as follows:

(i) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 5154 U.S. Highway 42, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 275-287;

(ii) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 999 Broadway Drive, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 288-300;

(iii) Deed of Trust by Hudson's Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 6892 U.S. Highway 49 North, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 301-314;

(iv) Deed of Trust by CCM Capital Assets, LLC to Hancock Bank dated December 15, 2017, encumbering the immovable property located at 5370 Highway 42, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2160, Pages 169-181;

(v) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 5912 U.S. Highway 49, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 341-354;

(vi) Deed of Trust by CCM Capital Assets, LLC to Hancock Bank dated March 31, 2016, encumbering the immovable property located at 48 Rawls Springs Loop Road, Hattiesburg, MS 39403, recorded in the land records of Forrest County, MS at Instrument No. 746335, Book 2059, Page 0281;

(vii) Deed of Trust by Hudson's Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 334 North Main Street, Petal, MS 39465, recorded in the land records of Forrest County, MS in Book 2195, Pages 328-340; and

(viii) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 12101 Highway 63 South, Lucedale, MS 39454, recorded in the land records of George County, MS in Book 2018, Page 7989.

The above-described Deeds of Trust (collectively, the "Deeds of Trust") encumbering the real properties described therein (collectively, the "Properties") are attached to the Affidavit as **Exhibits B1-8**.

8. As of March 10, 2025, the indebtedness under the Notes is as follows:

Note 1 (Loan No. 33000411355)	
Principal	$1,943,300.00
Interest	$ 75,405.33
Total:	$2,018,705.33
Per Diem	$979.29

Note 2 (Loan No. 33000455261)	
Principal	$1,323,174.18
Interest	$ 50,507.38
Total	$1,373,681.56
Per Diem	$655.94

Note 3 (Loan No. 33000468876)	
Principal	$7,142,673.22
Interest	$ 272,067.18
Total:	$7,414,740.40
Per Diem	$3,533.34

Total: $10,807,127.29 plus legal fees and costs, insurance, taxes, maintenance and other charges and costs charged to the loans.

9. Pursuant to the *Final Order Authorizing (I) the Debtors to Assume the Agreement, (ii) the Conduct of the Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Customary Bonuses to Employees of Closing Stores and Distribution Centers, and (IV) Related Relied* entered on November 25, 2024 [D.I. 179] (the

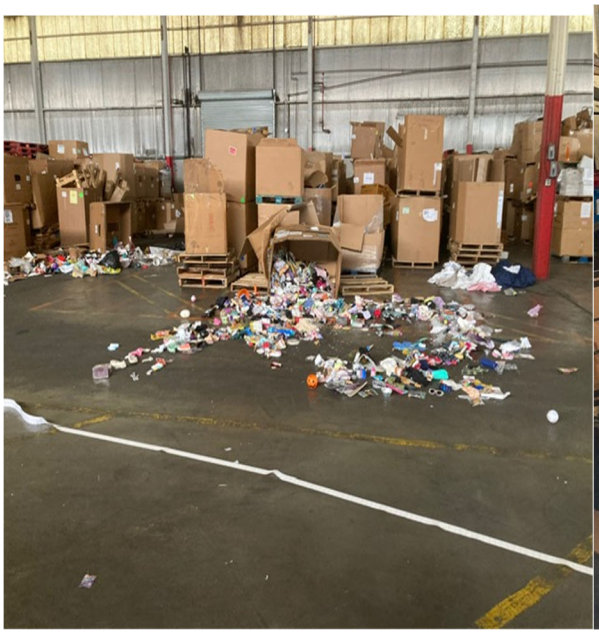
"Sales Order"), Hilco Merchant Resources, LLC ("Hilco Merchant"), as Agent, was employed as a professional liquidator to conduct the Debtor's going-out-of-business (GOB) sales. Hilco Merchant was provided possession and control of the Properties to conduct the GOB sales, but was required at the conclusion of the sales to surrender the premises to the Debtors "in broom clean condition" and to photographically document the condition.[2] Hilco Merchant is an affiliate of the Debtors' majority equity holder, and its parent is Hilco Trading, LLC, the guarantor and the FILO lender under the Debtors' pre-petition ABL credit facility. Prior to conversion of the Bankruptcy Cases, Hilco Trading, LLC defaulted under its guaranty and is being sued by the ABL Agent on its obligations under the guaranty.[3]

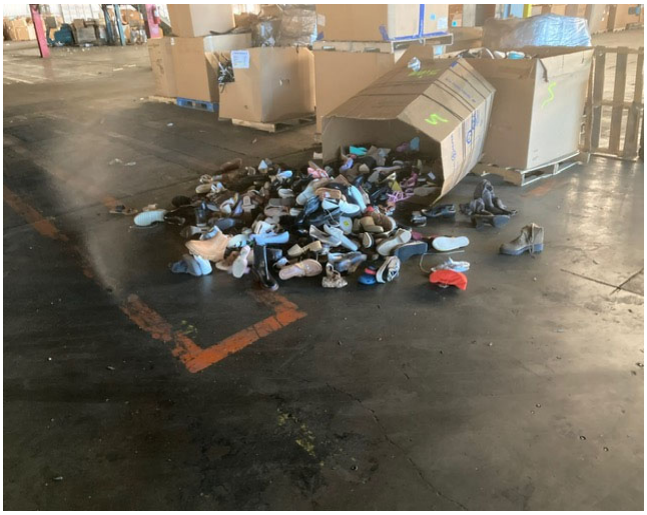
10. Hilco Merchant did not surrender possession and control of the Properties in broom clean condition upon conversion of the Bankruptcy Cases on December 23, 2024 (when the GOB sales had concluded). Despite numerous requests, including on the record at the Section 341 Meeting on January 24, 2025, and continuing thereafter, Hilco Merchant did not provide the keys to the Properties to the Chapter 7 Trustee on conversion or any time thereafter. On February 6, 2024, Hilco Merchant finally advised that it left the keys with a former employee in Hattiesburg, MS. Hancock Whitney was not provided access to the keys to the Properties until March 5, 2025.

11. Based upon Hancock Whitney's inspections, Hilco Merchant left the Properties unsecured and/or unlocked and in a complete state of disarray as reflected by these photographs from the Properties:

[2] *See* Sales Order, Exhibit 1, Hilco Merchant-Debtor agreement, p. 1.

[3] *See BMO Bank N.A. vs. Hilco Trading, LLC*, index no. 650389/2025 (NY Sup. Ct.).



Hancock Whitney's assessment of the damage caused by Hilco Merchant leaving the Properties unsecured is ongoing, but the damage is significant.

12. In fact, a prospective purchaser reduced its offer for the Property located at 5154 Highway 42, Hattiesburg, MS by ***$100,000*** due to the condition in which the Property was left, explaining:

> My client had someone go to the warehouse property just to eyeball the condition and found it unsecured, vandalized and in overall terrible condition. Below is a description of certain problems identified, along with photos. It does not appear

> that the Debtor took any steps to secure the property before the case was converted.

A copy of the prospective purchaser's counsel's email dated February 26, 2025 is attached to the Affidavit as ***Exhibit C***.

13. In addition to cleanup costs, insurance, maintenance, security, and related costs and expenses continue to accrue. The Chapter 7 Trustee advised that the estate has no funds to pay for these and costs associated with the Properties. Accordingly, Hancock Whitney had to force-place insurance on the Properties at a cost of $181,456.34. Hancock Whitney has retained a security company at a monthly cost of $4,760 and maintenance company at a monthly cost of $3,780. In addition, urgent repairs are needed to preserve the Properties, the costs of which will be significant. Further, 2024 property taxes on the Properties in the collective amount of $421,185.80 have not been paid. Hancock Whitney has and will continue to pay for these ongoing expenses and costs, which are being charged to the indebtedness under the Notes.

14. The Chapter 7 Trustee has advised that he was not willing to administer the Properties absent a carveout and other terms. Hancock Whitney did engage in good-faith discussions with the Chapter 7 Trustee to market and sell the Properties, and the Chapter 7 Trustee engaged in good-faith discussions with at least one broker. However, the Chapter 7 Trustee was not able to reach terms with the broker or with Hancock Whitney.

15. Hancock Whitney's request for stay relief is not intended to preclude its consent to the Chapter 7 Trustee's sale of any one or more of the Properties. In fact, if the aforementioned offer on 5154 Highway 42, Hattiesburg, MS is formalized, Hancock Whitney anticipates consenting to the sale of such property by the Chapter 7 Trustee if a sale motion can be filed soon.

Letters of Credit and the LC Account

16. In addition to the Notes, Hancock Whitney holds outstanding letter of credit obligations owed by Debtor Channel Control Merchants, LLC ("Channel Control"). Channel Control executed two letter of credit agreements in favor of Hancock Whitney: (i) the Application and Agreement for Irrevocable Standby Letter of Credit dated February 18, 2016 by Channel Control Merchants, LLC for the benefit of Zurich American Insurance Company, as amended (SB74064M) ("Letter of Credit Agreement 1"); and (ii) the Application and Agreement for Irrevocable Standby Letter of Credit dated July 8, 2022 by Channel Control Merchants, LLC for the benefit of Zurich American Insurance Company, as amended (SB77464M) as amended ("Letter of Credit Agreement 2").

17. Pursuant to Letter of Credit Agreement 1, Hancock Whitney issued Irrevocable Standby Letter of Credit number SB74064M in the amount of $2,500,000.00 for the benefit of Zurich American Insurance Company ("LOC #1"). Copies of LOC #1 and Letter of Credit Agreement 1 are attached to the Affidavit as **Exhibit D-1**.

18. Pursuant to Letter of Credit Agreement 2, Hancock Whitney issued Irrevocable Standby Letter of Credit number SB77464M in the amount of $3,600,000.00 for the benefit of Zurich American Insurance Company ("LOC #2" and, together with LOC #1, the "Letters of Credit"). Copies of LOC #2 and Letter of Credit Agreement 2 are attached to the Affidavit as **Exhibit D-2**.

19. In Letter of Credit Agreements 1 and 2, Channel Control agreed to pay: (a) the amount of all draws on the Letters of Credit; (b) any costs incurred by Hancock Whitney to honor a proper draw request that is in excess of the amount paid by the Debtor; (c) interest on amounts not paid when due; (d) bank fees; and (e) all costs incurred by Hancock Whitney in connection

with the Letters of Credit, including, but not limited to reasonable attorneys' fees. Further, Channel Control agreed to indemnify, defend, and hold harmless Hancock Whitney from any and all claims, costs, and expenses related to the Letters of Credit.

20. Channel Control's obligations under the Letter of Credit Agreements are secured by its assignments of Hancock Whitney deposit account no. 63074218 ("LC Account") pursuant to that certain Assignment of Deposit Account dated July 11, 2022, by Channel Control Merchants, LLC and that certain Assignment of Deposit Account dated October 24, 2022, by Channel Control Merchants, LLC (collectively "LC Account Assignments"). As of March 10, 2025, the approximate balance of the LC Account is $6,148,969.31. The funds in the LC Account are comprised of real estate collateral proceeds from the sale of 6451 Mississippi Highway 15 North, Blue Mountain, Tippah County, MS 38610, which had been mortgaged to Hancock Whitney to secure the indebtedness and funds securing the prior ABL agent's letter of credit, which was removed from the ABL Facility pursuant to the Second Amendment to the ABL Credit Agreement dated December 3, 2021.[4] Copies of the LC Account Assignments are attached to the Affidavit as **Exhibits E-1 and 2**.

21. On March 3, 2025, Zurich American Insurance Company fully drew on both Letters of Credit, which draws have been funded by Hancock Whitney Bank in the collective amount of $6,100,000. Copies of the Zurich American Insurance Company's draw requests on the Letters of Credit are attached to the Affidavit as **Exhibit F-1**, and a copy of the Hancock Whitney wire confirmation evidencing payment thereof is attached to the Affidavit as **Exhibit F-2**.

[4] *See also* Hancock Whitney's Proof of Claim filed in the Channel Control case, which is incorporated herein by reference.

22. As of March 10, 2025, Channel Control is obligated under the Letter of Credit Agreements to pay Hancock Whitney the $6,100,000 which has been drawn on the Letters of Credit, plus interest and attorneys' fees incurred in connection with the Letters of Credit (collectively "Letter of Credit Obligations").

REQUEST FOR RELIEF

23. Hancock Whitney seeks the entry of separate orders, substantially in the form of the Proposed Order attached hereto as **Exhibits 2 and 3**, granting it relief from the automatic stay as described herein. **Exhibit 2** is a proposed order granting Hancock Whitney relief from the stay to enforce its rights and remedies with respect to the Properties, including without limitation foreclosure under applicable state law. **Exhibit 3** is a proposed order granting Hancock Whitney relief from the stay to exercise its right of reimbursement to pay the LC Obligations from the funds in the LC Account.

ARGUMENT

The Automatic Stay Should Be Lifted

24. Under Bankruptcy Code Section 362(d), a secured creditor is entitled to relief from the automatic stay under the following circumstances:

> On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay –
>
> (1) for cause, including lack of adequate protection of an interest in property of such party in interest;
>
> (2) with respect to a stay of an act against property under subsection (a) of this section, if –
>
> (A) the debtor does not have equity in such property; and
>
> (B) such property is not necessary to an effective reorganization . . . .

11 U.S.C. § 362(d). Where relief from the automatic stay is "necessary to prevent irreparable damage" to a creditor's interest in property of the bankruptcy estate, the court may grant the requested relief without a hearing. 11 U.S.C. § 362(f).

25. Section 362(d)(1) states that relief from the stay may be granted "for cause, including the lack of adequate protection of an interest in property…" The Bankruptcy Code does not further define the phrase 'for cause.' "Cause is a flexible concept and courts often conduct a fact intensive, case-by-case balancing test, examining the totality of the circumstances to determine whether sufficient cause exists to lift the stay." *In re SCO Grp.*, 395 B.R. 852, 856 (D. Del. 2007).

Real Estate

26. In this case, Hancock Whitney is incurring significant costs to insure, maintain and secure the now vacant Properties. Hancock Whitney's interest in the Properties is not being adequately protected. Hancock Whitney has not been able to reach terms with the Chapter 7 Trustee to sell the Properties and the Chapter 7 Trustee has not been able to reach terms with a broker to sell the Properties. Cause exists to grant Hancock Whitney relief from the stay so that it may exercise its rights and remedies with respect to the Properties under state law.

Letters of Credit

27. With the Letters of Credit having been drawn, the obligations under the Letter of Credit Agreements, including interest, continue to accrue. Delaying Hancock Whitney's right of reimbursement from the LC Account will rapidly erode whatever residual balance may remain in the LC Account (which as of March 10, 2025, would only be $48,969.31). Delaware and other bankruptcy courts regularly grant stay relief under these circumstances. *See, e.g., In re Evergreen Solar, Inc.*, Case No. 11-12590 (MFW) [D.I. 667] (Bankr. D. Del. Jan. 17, 2012)

(granting motion for relief from the automatic stay to permit bank to reimburse itself for draws on the letter of credit and related fees from cash collateral); *In re Reichhold Holdings US, Inc.*, Case No. 14-12237, 2015 WL 499297, *1 (Bankr. D. Del. Jan. 12, 2015) (same); *In re Compania Mexicana De Aviacion, S.A. de C.V.*, Case No. 10-14182 (MG) [D.I. 222] (Bankr. S.D.N.Y. Oct. 6, 2010) (same). Copies of the orders referenced in this paragraph are attached hereto as **Exhibit 4** and incorporated herein by reference. Hancock Whitney respectfully requests that this Court follow suit in granting relief from the automatic stay.

28. Section 553 of the Bankruptcy Code preserves a creditor's right of setoff. *See ABC Dev. Learning Centers (USA), Inc. v. RCS Cap. Dev., LLC, et al. (In re RCS Cap. Dev., LLC),* 2013 Bankr. LEXIS 4133, at *22 (9th Cir. B.A.P. July 16, 2013). In order to exercise a right of setoff, three conditions must be satisfied: "(1) the debtor owes the creditor a pre-petition debt; (2) the creditor owes the debtor a pre-petition debt; and (3) the debts are mutual." *Id.* In this instance, Hancock Whitney issued the Letters of Credit and the Debtor granted a security interest in the LC Account prior to the commencement of the Bankruptcy Cases. *Affidavit*, ¶¶s14-20 and ***Exhibits D-1and 2 and E-1 and 2.*** Further, a mutuality of debt exists, because the Debtor is indebted under the Letters of Credit and Hancock Whitney possesses certain obligations in response to a request to draw down the Letters of Credit. These respective obligations result in a claim by Hancock Whitney against the Debtor for related fees and expenses. *See id.* ("[F]or mutuality to exist[,] the debts and claims must be 'in the same right and between the same parties, standing in the same capacity."). Accordingly, Hancock Whitney

is entitled to setoff the Debtor's obligation to reimburse Hancock Whitney for the draws on the Letters of Credit, plus interest, costs and fees against the LC Account.[5]

The Court Should Waive The 14-Day Stay Period.

29. Bankruptcy Rule 4001(a)(3) provides that "[a]n order granting a motion for relief from an automatic stay made in accordance with Rule 4001(a)(1) is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." FED. R. BANKR. P. 4001(a)(3). Once the Beneficiary draws down the Letters of Credit, the Cash Collateral securing Hancock Whitney's interest will be nearly exhausted. Any delay in permitting Hancock Whitney to exercise its rights would thus result in irreparable harm, and Hancock Whitney respectfully requests a waiver of the fourteen (14) day stay period under Bankruptcy Rule 4001.

The Parties Will Comply With The Requirements Of Local Rule 4001-1(d).

30. The undersigned certifies that attorneys for Hancock Whitney and the Chapter 7 Trustee have discussed and/or will discuss the requests for relief set forth herein prior to the hearing on the Motion as required by Local Rule 4001-1(d).

CONCLUSION

WHEREFORE, Hancock Whitney Bank respectfully requests that this Honorable Court (i) enter an order substantially in the form of the Proposed Order attached as **Exhibit 2** granting Hancock Whitney relief from the stay to enforce its rights and remedies with respect to the Properties, including without limitation foreclosure under applicable state law; (ii) enter an order substantially in the form of the Proposed Order attached as **Exhibit 3** granting Hancock Whitney

[5] In the event that the Court finds Hancock Whitney cannot exercise a right of setoff, the bank should be permitted to avail itself of the doctrine of recoupment. *See In re HQ Global Holdings, Inc., et al.*, 290 B.R. 78, 81 (Bankr. D. Del. 2003) ("Recoupment allows the creditor to assert that certain mutual claims extinguish one another in bankruptcy in spite of the fact that they could not be 'setoff' under 11 U.S.C. Section 553.").

relief from the stay to exercise its right of reimbursement and setoff to pay the draws on the Letters of Credit, plus interest, costs and fees from the funds in the LC Account; and (iii) grant Hancock Whitney such other and further relief as is just and proper.

Dated: March 11, 2025
Wilmington, Delaware

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Brett D. Fallon
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Patrick A. Jackson (Bar No. 4976)
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Telephone: (302) 467-4200
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-and-

CARVER, DARDEN, KORETZKY, TESSIER, FINN, BLOSSMAN & AREAUX, L.L.C.
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Counsel for Hancock Whitney Bank

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HDC HOLDINGS II, LLC, et al,[1] Debtors.	Chapter 11 Case No. 24-12307 (TMH) **Hearing Date: April 1, 2025 at 2:00 p.m. (ET)** **Objection Deadline:** **March 25, 2025, at 4:00 p.m. (ET)**

NOTICE OF MOTION

PLEASE TAKE NOTICE that Hancock Whitney Bank ("Hancock Whitney"), through their undersigned counsel, have filed the attached *Motion of Hancock Whitney Bank for Relief from the Automatic Stay* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **March 25, 2025, at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Movants to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **APRIL 1, 2025, AT 2:00 P.M. (ET)** BEFORE THE HONORABLE THOMAS M. HORAN AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5th FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.

[1] The Debtors in these chapter 7 cases (collectively, the "Debtors"), together with the last four digits of each Debtor's federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors' headquarters are located at 6892 US Hwy 49 North, Hattiesburg Mississippi 39402.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: March 11, 2025
Wilmington, Delaware

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Brett D. Fallon
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Counsel for Hancock Whitney Bank

CERTIFICATE OF SERVICE

I, Brett D. Fallon, hereby certify that on March 11, 2025, a true and correct copy of the foregoing *Motion of Hancock Whitney Bank for Relief from the Automatic Stay* was served: (a) via the Court's Electronic Case Filing (ECF) system on all parties registered to receive electronic notices in this case and (b) upon the parties listed below by electronic mail and first-class mail.

Via Email and First-Class Mail

Ricardo Palacio Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Fl. Wilmington, DE 19801 rpalacio@ashbygeddes.com	Michael R. Nestor Andrew L. Magaziner S. Alexander Faris Kristin L. McElroy Andrew M. Lee Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 N. King Street Wilmington, DE 19801 mnestor@ycst.com amagaziner@ycst.com afaris@ycst.com kmcelroy@ycst.com alee@ycst.com

Dated: March 11, 2025

/s/ Brett D. Fallon
Brett D. Fallon

EXHIBIT 1

Affidavit of Deborah S. Renfroe

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:	)	Chapter 7
	)	
HDC HOLDINGS II, LLC, et al,	)	Case No. 124-12307 (TMH)
	)	
Debtors.	)	Jointly Administered
	)	
	)	
	)	

AFFIDAVIT IN SUPPORT OF HANCOCK WHITNEY BANK
MOTION FOR RELIEF FROM THE AUTOMATIC STAY

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BEFORE ME, the undersigned authority, duly qualified and commissioned in and for the County and State aforesaid, personally came and appeared Deborah S. Renfroe, known to me to be the person whose name is subscribed below and who, after being duly sworn, did depose and state as follows:

1. My name is Deborah S. Renfroe. I am a Vice President with Hancock Whitney Bank ("HWB").. This Affidavit is submitted in support of HWB's Motion for Relief from the Automatic Stay ("Motion").

2. I am in all ways authorized and capable of making this affidavit on HWB's behalf. My responsibilities for HWB include, but are not limited to, managing a portfolio of commercial loans, specifically including the loans at issue herein, and handling all related collection and litigation matters. In this capacity, I have access to all of the loan files and payment history records of Debtors, including without limitation Channel Control Merchants, LLC ("Channel Control") and CCM Capital Assets, LLC ("CCM Capital"). The documents referenced and attached hereto are business records of HWB which are maintained in the ordinary course of its business. I have reviewed the loan files and payment history of the Debtors, including Channel Control and CCM Capital, prior to executing this Affidavit and am therefore duly authorized to make the following statements of fact, of which I have personal knowledge.

3. I have read the foregoing Motion and know from my own knowledge that the allegations and facts contained therein are true and correct to the best of my knowledge, information, and belief.

4. Debtor CCM Capital Assets, LLC ("CCM Capital") is indebted to Hancock Whitney pursuant to that certain: (i) Promissory Note dated March 31, 2016, by CCM Capital Assets, LLC, payable to Hancock Bank in the original principal amount of $2,800,000.00, as amended by Change in Terms Agreement dated April 28, 2022, Loan No. 33000411355 ("Note 1"); (ii) Promissory Note dated December 15, 2017, by CCM Capital Assets, LLC, payable to Hancock Bank in the original principal amount of $1,700,000.00, as amended by Change in Terms Agreement dated April 28, 2022, Loan No. 33000455261 ("Note 2"); and (iii) Promissory Note dated August 14, 2018, by CCM Capital Assets, LLC, payable to Hancock Whitney Bank in the principal amount of $12,250,000.00, as amended by Change in Terms Agreement dated April 28, 2022, Loan No. 33000468876 ("Note 3" and collectively with Note 1 and Note 2, the "Notes"). Copies of the Notes are attached hereto as **Exhibits A1-3**.

5. The Indebtedness under the Notes is secured by, *inter alia*, deeds of trust on CCM Capital's real property located in Mississippi as follows:

(i) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 5154 U.S. Highway 42, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 275-287;

(ii) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 999 Broadway Drive, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 288-300;

(iii) Deed of Trust by Hudson's Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 6892 U.S. Highway 49 North, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 301-314;

(iv) Deed of Trust by CCM Capital Assets, LLC to Hancock Bank dated December 15, 2017, encumbering the immovable property located at 5370 Highway 42, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2160, Pages 169-181;

(v) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 5912 U.S. Highway 49, Hattiesburg, MS 39401, recorded in the land records of Forrest County, MS in Book 2195, Pages 341-354;

(vi) Deed of Trust by CCM Capital Assets, LLC to Hancock Bank dated March 31, 2016, encumbering the immovable property located at 48 Rawls Springs Loop Road, Hattiesburg, MS 39403, recorded in the land records of Forrest County, MS at Instrument No. 746335, Book 2059, Page 0281;

(vii) Deed of Trust by Hudson's Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 334 North Main Street, Petal, MS 39465, recorded in the land records of Forrest County, MS in Book 2195, Pages 328-340; and

(viii) Deed of Trust by CCM Capital Assets, LLC to Hancock Whitney Bank dated August 14, 2018, encumbering the immovable property located at 12101 Highway 63 South, Lucedale, MS 39454, recorded in the land records of George County, MS in Book 2018, Page 7989.

The above-described Deeds of Trust (collectively, the "Deeds of Trust") encumbering the real properties described therein (collectively, the "Properties") are attached hereto as **Exhibits B1-8**.

6. As of March 10, 2025, the indebtedness under the Notes is as follows:

Note 1 (Loan No. 33000411355)	
Principal	$1,943,300.00
Interest	$ 75,405.33
Total:	$2,018,705.33
Per Diem	$979.29

Note 2 (Loan No. 33000455261)	
Principal	$1,323,174.18
Interest	$ 50,507.38
Total	$1,373,681.56
Per Diem	$655.94

Note 3 (Loan No. 33000468876)	
Principal	$7,142,673.22
Interest	$ 272,067.18
Total:	$7,414,740.40
Per Diem	$3,533.34

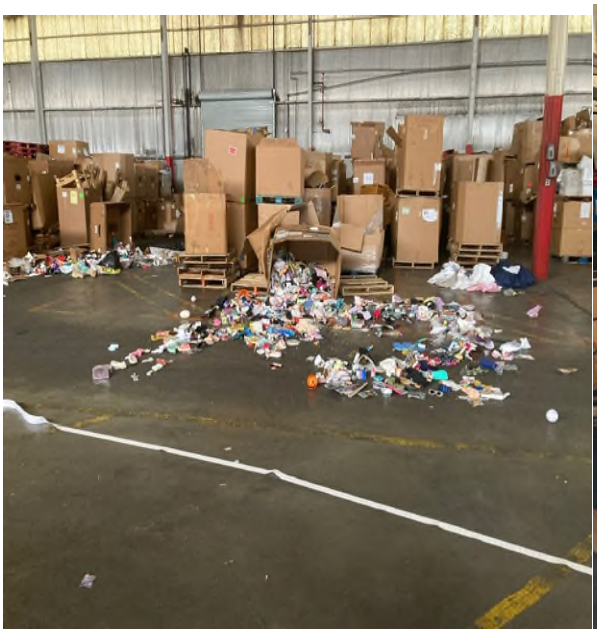
Total: $10,807,127.29 plus legal fees and costs, insurance, taxes, maintenance and other charges and costs charged to the loans.

7. Pursuant to the *Final Order Authorizing (I) the Debtors to Assume the Agreement, (ii) the Conduct of the Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Customary Bonuses to Employees of Closing Stores and Distribution Centers, and (IV) Related Relied* entered on November 25, 2024 [D.I.. 179](the "Sales Order"), Hilco Merchant Resources, LLC ("Hilco Merchant"), as Agent, was employed as a professional liquidator to conduct the Debtor's going-out-of-business (GOB) sales. Hilco Merchant was

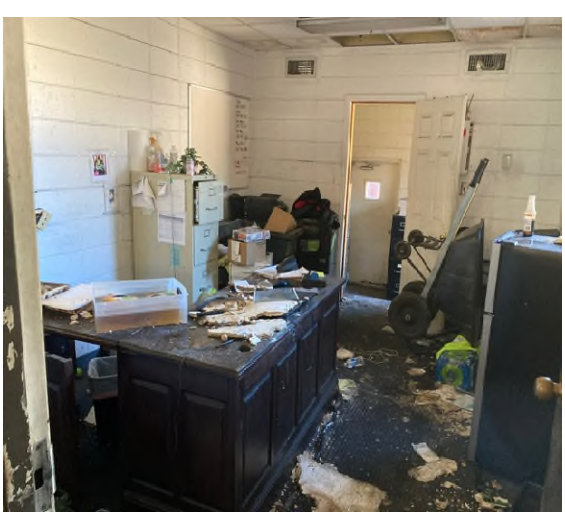
provided possession and control of the Properties to conduct the GOB sales, but was required at the conclusion of the sales to surrender the premises to the Debtors "in broom clean condition" and to photographically document the condition. Hilco Merchant is an affiliate of the Debtors' majority equity holder and its parent is Hilco Trading, LLC, the guarantor and the FILO lender under the Debtors' pre-petition ABL credit facility. Prior to conversion of this case, Hilco Trading, LLC defaulted under its guaranty and is being sued by the ABL Agent on its obligations under the guaranty.

8. Hilco Merchant did not surrender possession and control of the Properties in broom clean condition upon conversion of the Bankruptcy Cases on December 23, 2024 (when the GOB sales had concluded). Despite numerous requests, including on the record at the Section 341 Meeting on January 24, 2025 and continuing thereafter, Hilco Merchant did not provide the keys to the Properties to the Chapter 7 Trustee on conversion or any time thereafter. On February 6, 2024, Hilco Merchant finally advised that it left the keys with a former employee in Hattiesburg, MS. Hancock Whitney was not provided access to the keys to the Properties until March 5, 2025.

9. Based upon Hancock Whitney's inspections, Hilco Merchant left the Properties unsecured and/or unlocked and in a complete state of disarray as reflected by these photographs from the Properties:








Hancock Whitney's assessment of the damage caused by Hilco Merchants leaving the Properties unsecured is ongoing, but the damage is significant.

10. In fact, a prospective purchaser reduced its offer for the Property located at 5154 Highway 42, Hattiesburg, MS by ***$100,000*** due to the condition in which the Property was left, explaining:

> My client had someone go to the warehouse property just to eyeball the condition and found it unsecured, vandalized and in overall terrible condition. Below is a description of certain problems identified, along with photos. It does not appear that the Debtor took any steps to secure the property before the case was converted.

A copy of the prospective purchaser's counsel's email dated February 26, 2025 is attached hereto as ***Exhibit C***.

11. In addition to cleanup costs, insurance, maintenance, security and related costs and expenses continue to accrue. The Chapter 7 Trustee advised that the estate has no funds to pay for these and costs associated with the Properties. Accordingly, Hancock Whitney had to force-place insurance on the Properties at a cost of $181,456.34. Hancock Whitney has retained a security company at a monthly cost of $4,760 and maintenance company at a monthly cost of $3,780. In addition, urgent repairs are needed to preserve the Properties, the costs of which will be significant. Further, 2024 property taxes on the Properties in the collective amount of $421,185.80 have not been paid. Hancock Whitney has and will continue to pay for these ongoing expenses and costs, which are being charged to the indebtedness under the Notes.

12. The Chapter 7 Trustee has advised that he was not willing to administer the Properties absent a carveout and other terms. Hancock Whitney did engage in good-faith discussions with the Chapter 7 Trustee to market and sell the Properties, and the Chapter 7 Trustee engaged in good-faith discussions with at least one broker. However, the Chapter 7 Trustee was not able to reach terms with the broker or with Hancock Whitney.

13. Hancock Whitney's request for stay relief is not intended to preclude its consent to the Chapter 7 Trustee's sale of any one or more of the Properties. In fact, if the aforementioned offer

on 5154 Highway 42, Hattiesburg, MS is formalized, Hancock Whitney anticipates consenting to the sale of such property by the Chapter 7 Trustee if a sales motion can be filed soon.

14. In addition, to the Notes, Hancock Whitney holds outstanding letter of credit obligations owed by Debtor Channel Control Merchants, LLC ("Channel Control"). Channel Control executed two letter of credit agreements in favor of Hancock Whitney: (i) the Application and Agreement for Irrevocable Standby Letter of Credit dated February 18, 2016 by Channel Control Merchants, LLC for the benefit of Zurich American Insurance Company, as amended (SB74064M) ("Letter of Credit Agreement 1"); and (ii) the Application and Agreement for Irrevocable Standby Letter of Credit dated July 8, 2022 by Channel Control Merchants, LLC for the benefit of Zurich American Insurance Company, as amended (SB77464M) as amended ("Letter of Credit Agreement 2").

15. Pursuant to Letter of Credit Agreement 1, Hancock Whitney issued Irrevocable Standby Letter of Credit number SB74064M in the amount of $2,500,000.00 for the benefit of Zurich American Insurance Company ("LOC #1"). Copies of LOC #1 and Letter of Credit Agreement 1 are attached hereto as **Exhibit D-1**.

16. Pursuant to Letter of Credit Agreement 2, Hancock Whitney issued Irrevocable Standby Letter of Credit number SB77464M in the amount of $3,600,000.00 for the benefit of Zurich American Insurance Company ("LOC #2" and, together with LOC #1, the "Letters of Credit"). Copies of LOC #2 and Letter of Credit Agreement 2 are attached hereto as **Exhibit D-2**.

17. In Letter of Credit Agreements 1 and 2, Channel Control agreed to pay: (a) the amount of all draws on the Letters of Credit; (b) any costs incurred by Hancock Whitney to honor a proper draw request that is in excess of the amount paid by the Debtor; (c) interest on amounts not paid when due; (d) bank fees; and (e) all costs incurred by Hancock Whitney in connection with the Letters of Credit, including, but not limited to reasonable attorneys' fees. Further, Channel Control agreed to indemnify, defend, and hold harmless Hancock Whitney from any and all claims, costs, and expenses related to the Letters of Credit.

18. Channel Control's obligations under the Letter of Credit Agreements are secured by its assignments of Hancock Whitney deposit account no. 63074218 ("LC Account") pursuant to that certain Assignment of Deposit Account dated July 11, 2022 by Channel Control Merchants, LLC and that certain Assignment of Deposit Account dated October 24, 2022, by Channel Control Merchants, LLC (collectively "LC Account Assignments"). As of March 10, 2025, the approximate balance of the LC Account is $6,148,969.31. The funds in the LC Account are comprised of real estate collateral proceeds from the sale of 6451 Mississippi Highway 15 North, Blue Mountain, Tippah County, MS 38610, which had been mortgaged to Hancock Whitney to secure the indebtedness and funds securing the prior ABL agent's letter of credit, which was removed from the ABL Facility pursuant to the Second Amendment to the ABL Credit Agreement dated December 3, 2021. Copies of the LC Account Assignments are attached hereto as **Exhibits E-1 and 2**.

19. On March 3, 2025, Zurich American Insurance Company fully drew on the Letters of Credit, which draws were funded by Hancock Whitney in the collective amount of $6,100,000. Copies of Zurich American Insurance Company's draw requests on the Letters of Credit are

attached hereto as **Exhibit F-1** and a copy of the Hancock Whitney wire confirmation evidencing payment thereof are attached hereto as **Exhibit F-2**.

20. As of March 10, 2025, Channel Control is obligated under the Letter of Credit Agreements to pay Hancock Whitney the $6,100,000 which has been drawn on the Letters of Credit, plus interest and attorneys' fees incurred in connection with the Letters of Credit.

Deborah S. Renfroe

Sworn to and subscribed before me
this 11th day of March, 2025.

NOTARY PUBLIC Sherry W. Palmer #67849



EXHIBIT
A-1

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$2,800,000.00	03-31-2016	04-01-2026	33000411355	01C3 / 09	30039561		

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower: CCM CAPITAL ASSETS, LLC
6892 U.S. HIGHWAY 49 N
HATTIESBURG, MS 39403

Lender: HANCOCK BANK, a trade name of Whitney Bank
COMMERCIAL CENTRAL GULFPORT MS
ONE HANCOCK PLAZA
2510 - 14th STREET
GULFPORT, MS 39501

Principal Amount: $2,800,000.00 **Date of Note: March 31, 2016**

PROMISE TO PAY. CCM CAPITAL ASSETS, LLC ("Borrower") promises to pay to HANCOCK BANK, a trade name of Whitney Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Eight Hundred Thousand & 00/100 Dollars ($2,800,000.00), together with interest on the unpaid principal balance from March 31, 2016, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Interest shall be payable on the first (1st) day of each calendar month, beginning May 1, 2016. Principal shall be paid in monthly installments on the first (1st) day of each calendar month beginning May 1, 2016 in the amounts shown on Exhibit A attached hereto and made a part hereof. The balance of all principal and accrued but unpaid interest shall be payable in full on April 1, 2016. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the One Month ICE LIBOR (the "Index"). As used in this Note, the term "One Month ICE LIBOR" shall mean the One Month London InterBank Offered Rate ("LIBOR") in U.S. Dollars equal to the Intercontinental Exchange Benchmark Administration Ltd. ("ICE," or the successor thereto if ICE is no longer making a London Interbank Offered Rate available) ("ICE LIBOR") as set and in effect on the first day of each calendar month, as obtained by Bank from an intermediary source such as Bloomberg, L.P., who may not necessarily be the rate reporting intermediary Bank selects, which rate is based on an average of interbank offered rates for U.S. Dollar deposits in the London market based on quotes from designated banks in the London market and which rate shall be rounded up to the nearest one-eighth (1/8th) of one percent by Bank. Interest on the unpaid balance of this Note shall accrue at a variable rate equal to the Index plus a margin of 2.75% per annum. The initial Index based on the One Month ICE LIBOR (rounded up to the nearest 1/8th of one percent) as obtained by Bank from an intermediary source on March 1, 2016 is 0.500 % per annum resulting in an initial interest rate on this Note of 3.250 % per annum. The Index shall be adjusted on the first day of each calendar month. The Index is not necessarily the lowest rate charged by Bank for any particular class of borrowers or credit extensions. Borrower understands that Bank may make loans based on other rates as well. If the Index becomes unavailable during the term of this Note, Bank may designate a substitute index by notice to Borrower. Borrower may obtain the current Index from Bank upon Borrower's request. Bank's determination of the Index shall be conclusive absent demonstrable error.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK BANK, a trade name of Whitney Bank, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 4.000% of the unpaid portion of the regularly scheduled payment or $5.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if

there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Mississippi.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral referenced in the separate security document(s).

FINANCIAL STATEMENTS. Borrower agrees to provide to the Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest. dividends, income, fruits, accessions and proceeds of any of the foregoing.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

SALE/ASSIGNMENT. Borrower acknowledges that Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of this Note and any related obligations, without notice to the undersigned or any other obligor and that Lender may disclose any documents and information which Lender now has or later acquires relating to the Borrower or to any collateral or to any obligor or this Note in connection with such sale, assignment, transfer, negotiation, or grant. Borrower agrees that Lender may provide information relating to this Note or relating to Borrower to Lender's parent, affiliates, subsidiaries and service providers.

ADDITIONAL INFORMATION REGARDING LENDER. **Hancock Bank is the trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing banking products and services through its locations in Mississippi, Alabama, and Florida. All obligations hereunder are due and payable to Whitney Bank.**

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CCM CAPITAL ASSETS, LLC

By: _____

RICHARD W. PREUSCH, Director of CCM CAPITAL ASSETS, LLC

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$2,239,400.00	04-28-2022	04-01-2026	33000411355				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CCM CAPITAL ASSETS, LLC
6892 U S HIGHWAY 49 N
HATTIESBURG, MS 39403

Lender: HANCOCK WHITNEY BANK
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

Principal Amount: $2,239,400.00 **Date of Agreement: April 28, 2022**

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note dated March 31, 2016 executed by Borrower to Lender, in the original principal amount of $2,800,000.00, including any and all renewals, modifications or extensions thereof.

DESCRIPTION OF COLLATERAL. It is the intention of the parties hereto that this Agreement, as a renewal and modification of that promissory note dated March 31, 2016, is secured by the collateral as more fully described in the security documents.

DESCRIPTION OF CHANGE IN TERMS. This Agreement hereby changes the rate at which interest accrues from One Month Libor plus 2.75% per annum to a 30 day SOFR plus 3.87% per annum. The payment schedule shall now be as is fully described in the "Payment" provision below. .

PROMISE TO PAY. CCM CAPITAL ASSETS, LLC ("Borrower") promises to pay to HANCOCK WHITNEY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Two Hundred Thirty-nine Thousand Four Hundred & 00/100 Dollars ($2,239,400.00), together with interest on the unpaid principal balance from April 28, 2022, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

The unpaid balance of this Note shall be due and payable in consecutive payments consisting of principal in the amount set forth opposite the then current payment date on Exhibit "A" attached hereto, plus all accrued but unpaid interest to date, beginning May 1, 2022, and on the same day in each month thereafter until April 1, 2026 (the "Maturity Date"), on which date the entire unpaid balance of principal and accrued interest shall be due and payable in full.

Unless sooner declared due and payable in accordance with the provisions of this Note, on the Maturity Date, all outstanding principal, interest, fees, costs and expenses owing by Borrower to Bank shall be due and payable in full without notice or demand. Provided no other agreement between the Borrower and Bank expressly imposes a prepayment penalty, Borrower may prepay without penalty any principal on this Note in whole or in part and any prepayments made on this Note shall be applied to the principal payment(s) due on this Note in the inverse order of their maturity.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. **Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the SOFR AVG 30 Day In Advance (also referred to as "SOFR30A" or the "Benchmark"). As used in this Note or Agreement, the term "SOFR30A" shall mean the Benchmark Rate in U.S. Dollars of the compounded daily secured overnight financing rate over the last 30 days as calculated and published by the Federal Reserve Lender of New York (or a successor administrator of SOFR) and in effect on the first day of each calendar month. The Benchmark shall be obtained by the Lender from an intermediary rate reporting source such as Bloomberg, L.P. or any other authoritative rate reporting source as selected by the Lender from time to time. Notwithstanding anything in this Note or Agreement to the contrary, if the Benchmark as reported by Bloomberg, L.P. or any other authoritative rate reporting source is less than zero percent (0.00%), then such Benchmark shall be deemed to be zero percent (0.00%) and the index also shall be zero percent (0.00%). The Benchmark (deemed to be zero percent (0.00%) if the reported Benchmark is less than zero) shall be adjusted on the first day of each calendar month to determine the index (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 0.167% per annum.** Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 3.870 percentage points over the Index (the "Margin"), resulting in an initial rate of 4.037% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this loan be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.**

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged **4.000% of the unpaid portion of the regularly scheduled payment or $5.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Mississippi.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by the collateral referenced in the separate security document(s).

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

FINANCIAL STATEMENTS AND INFORMATION. Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

CCM CAPITAL ASSETS, LLC

HDC HOLDINGS II, LLC, Sole Member of CCM CAPITAL ASSETS, LLC

By: _____
ELAINE SAXTON, Senior VP-Finance of HDC HOLDINGS II, LLC

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EXHIBIT
A-2

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,700,000.00	12-15-2017	12-15-2027	33000455261	09			

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower: CCM CAPITAL ASSETS, LLC
6892 US HIGHWAY 49 NORTH
HATTIESBURG, MS 39403

Lender: HANCOCK BANK, a trade name of Whitney Bank
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

Principal Amount: $1,700,000.00 **Date of Note: December 15, 2017**

PROMISE TO PAY. **CCM CAPITAL ASSETS, LLC ("Borrower") promises to pay to HANCOCK BANK, a trade name of Whitney Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Seven Hundred Thousand & 00/100 Dollars ($1,700,000.00), together with interest on the unpaid principal balance from December 15, 2017, until paid in full.**

PAYMENT. **Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:**

The unpaid balance of this Note shall be due and payable in consecutive payments consisting of principal in the amount set forth opposite the then current payment date on Exhibit "A" attached hereto, plus all accrued but unpaid interest to date, beginning January 1, 2018, and on the same day in each month thereafter until December 1, 2027. A final payment of principal and all accrued but unpaid interest shall be payable on December 15, 2027 (the "Maturity Date"), on which date the entire unpaid balance of principal and accrued interest shall be due and payable in full.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. **Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the One Month ICE LIBOR. As used in this Note, the term "One Month ICE LIBOR" shall mean the One Month London InterBank Offered Rate in U.S. Dollars as calculated and published by the Intercontinental Exchange Benchmark Administration Ltd. ("ICE," or the successor thereto if ICE is no longer making a London Interbank Offered Rate available) and in effect on the first day of each calendar month. The One Month ICE LIBOR shall be obtained by Lender from an intermediary rate reporting source such as Bloomberg, L.P. or other authoritative rate reporting source as selected by Lender, and is based on an average of interbank offered rates for one month deposits in U.S. Dollars based on quotes from designated banks in the London market. The One Month Ice Libor shall be adjusted on the first day of each calendar month (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 1.379% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.750 percentage points over the Index, resulting in an initial rate of 4.129% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. **Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.**

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK BANK, a trade name of Whitney Bank, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.**

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged **4.000% of the unpaid portion of the regularly scheduled payment or $5.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Mississippi.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral referenced in the separate security document(s).

FINANCIAL STATEMENTS. Borrower agrees to provide to the Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

SALE/ASSIGNMENT. Borrower acknowledges that Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of this Note and any related obligations, without notice to the undersigned or any other obligor and that Lender may disclose any documents and information which Lender now has or later acquires relating to the Borrower or to any collateral or to any obligor or this Note in connection with such sale, assignment, transfer, negotiation, or grant. Borrower agrees that Lender may provide information relating to this Note or relating to Borrower to Lender's parent, affiliates, subsidiaries and service providers.

ADDITIONAL INFORMATION REGARDING LENDER. Hancock Bank is the trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing banking products and services through its locations in Mississippi, Alabama, and Florida. All obligations hereunder are due and payable to Whitney Bank.

CURRENT INDEX VALUE AND INITIAL RATE OF INTEREST. Notwithstanding the Initial Rate quoted in the **VARIABLE INTEREST RATE** paragraph in this Note and the recitations in the **VARIABLE INTEREST RATE** paragraph regarding the current Index value and resulting Initial Rate of interest to

be applied to the unpaid principal balance of this Note, Borrower acknowledges and agrees that the **current Index is 1.37938% per annum**, resulting in an **Initial Rate of interest of 4.12938% per annum.**

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CCM CAPITAL ASSETS, LLC
By: _____

RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,491,074.18	04-28-2022	12-15-2027	33000455261				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CCM CAPITAL ASSETS, LLC
6892 U S HIGHWAY 49 N
HATTIESBURG, MS 39403

Lender: HANCOCK WHITNEY BANK
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

Principal Amount: $1,491,074.18 **Date of Agreement: April 28, 2022**

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note dated December 15, 2017 executed by Borrower to Lender, in the original principal amount of $1,700,000.00, including any and all renewals, modifications or extensions thereof.

DESCRIPTION OF COLLATERAL. It is the intention of the parties hereto that this Agreement, as a renewal and modification of that promissory note dated December 15, 2017, is secured by the collateral as more fully described in the security documents.

DESCRIPTION OF CHANGE IN TERMS. This Agreement hereby changes the rate at which interest accrues from One Month Libor plus 2.75% per annum to 30 day SOFR plus 3.87% per annum. The payment schedule shall now be as is fully described in the "Payment" provision below.

PROMISE TO PAY. CCM CAPITAL ASSETS, LLC ("Borrower") promises to pay to HANCOCK WHITNEY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Four Hundred Ninety-one Thousand Seventy-four & 18/100 Dollars ($1,491,074.18), together with interest on the unpaid principal balance from April 28, 2022, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

The unpaid balance of this Note shall be due and payable in consecutive payments consisting of principal in the amount set forth opposite the then current payment date on Exhibit "A" attached hereto, plus all accrued but unpaid interest to date, beginning May 1, 2022, and on the same day in each month thereafter until December 15, 2027 (the "Maturity Date"), on which date the entire unpaid balance of principal and accrued interest shall be due and payable in full.

Unless sooner declared due and payable in accordance with the provisions of this Note, on the Maturity Date, all outstanding principal, interest, fees, costs and expenses owing by Borrower to Bank shall be due and payable in full without notice or demand. Provided no other agreement between the Borrower and Bank expressly imposes a prepayment penalty, Borrower may prepay without penalty any principal on this Note in whole or in part and any prepayments made on this Note shall be applied to the principal payment(s) due on this Note in the inverse order of their maturity.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. **Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the SOFR AVG 30 Day In Advance (also referred to as "SOFR30A" or the "Benchmark"). As used in this Note or Agreement, the term "SOFR30A" shall mean the Benchmark Rate in U.S. Dollars of the compounded daily secured overnight financing rate over the last 30 days as calculated and published by the Federal Reserve Lender of New York (or a successor administrator of SOFR) and in effect on the first day of each calendar month. The Benchmark shall be obtained by the Lender from an intermediary rate reporting source such as Bloomberg, L.P. or any other authoritative rate reporting source as selected by the Lender from time to time. Notwithstanding anything in this Note or Agreement to the contrary, if the Benchmark as reported by Bloomberg, L.P. or any other authoritative rate reporting source is less than zero percent (0.00%), then such Benchmark shall be deemed to be zero percent (0.00%) and the index also shall be zero percent (0.00%). The Benchmark (deemed to be zero percent (0.00%) if the reported Benchmark is less than zero) shall be adjusted on the first day of each calendar month to determine the index (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 0.167% per annum.** Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 3.870 percentage points over the Index (the "Margin"), resulting in an initial rate of 4.037% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this loan be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.**

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged **4.000% of the unpaid portion of the regularly scheduled payment or $5.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Mississippi.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by the collateral referenced in the separate security document(s).

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

FINANCIAL STATEMENTS AND INFORMATION. Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

CCM CAPITAL ASSETS, LLC

HDC HOLDINGS II, LLC, Sole Member of CCM CAPITAL ASSETS, LLC

By: _____
ELAINE SAXTON, Senior VP-Finance of HDC HOLDINGS II, LLC

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EXHIBIT
A-3

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$12,250,000.00	08-14-2018	08-14-2028	33000468876	09	30039561		

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "****" has been omitted due to text length limitations.

Borrower: CCM CAPITAL ASSETS, LLC
6892 U.S. HIGHWAY 49 N
HATTIESBURG, MS 39403

Lender: HANCOCK WHITNEY BANK
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

Principal Amount: $12,250,000.00 **Date of Note: August 14, 2018**

PROMISE TO PAY. CCM CAPITAL ASSETS, LLC ("Borrower") promises to pay to HANCOCK WHITNEY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twelve Million Two Hundred Fifty Thousand & 00/100 Dollars ($12,250,000.00), together with interest on the unpaid principal balance from August 14, 2018, until paid in full.

PAYMENT. The unpaid balance of this Note shall be due and payable in consecutive payments consisting of principal in the "Principal Repayment" amount set forth opposite the then current "Principal Payment Date" on Exhibit "A" attached hereto, plus all accrued but unpaid interest to date, beginning September 1, 2018, and on the same day in each month thereafter until August 1, 2028 (the "Maturity Date"), on which date the entire unpaid balance of principal and accrued interest shall be due and payable in full.

Unless sooner declared due and payable in accordance with the provisions of this Note, on the Maturity Date, all outstanding principal, interest, fees, costs and expenses owing by Borrower to Bank shall be due and payable in full without notice or demand. Provided no other agreement between the Borrower and Bank expressly imposes a prepayment penalty, Borrower may prepay without penalty any principal on this Note in whole or in part and any prepayments made on this Note shall be applied to the principal payment(s) due on this Note in the inverse order of their maturity.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the One Month ICE LIBOR. As used in this Note, the term "One Month ICE LIBOR" shall mean the One Month London InterBank Offered Rate in U.S. Dollars as calculated and published by the Intercontinental Exchange Benchmark Administration Ltd. ("ICE," or the successor thereto if ICE is no longer making a London Interbank Offered Rate available) and in effect on the first day of each calendar month. The One Month ICE LIBOR shall be obtained by Lender from an intermediary rate reporting source such as Bloomberg, L.P. or other authoritative rate reporting source as selected by Lender, and is based on an average of interbank offered rates for one month deposits in U.S. Dollars based on quotes from designated banks in the London market. The One Month Ice Libor shall be adjusted on the first day of each calendar month (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 2.082% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.500 percentage points over the Index, resulting in an initial rate of 4.582% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.**

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged **4.000% of the unpaid portion of the regularly scheduled payment or $5.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately

due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Mississippi.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral referenced in the separate security document(s).

FINANCIAL STATEMENTS. Borrower agrees to provide to the Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

SALE/ASSIGNMENT. Borrower acknowledges that Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of this Note and any related obligations, without notice to the undersigned or any other obligor and that Lender may disclose any documents and information which Lender now has or later acquires relating to the Borrower or to any collateral or to any obligor or this Note in connection with such sale, assignment, transfer, negotiation, or grant. Borrower agrees that Lender may provide information relating to this Note or relating to Borrower to Lender's parent, affiliates, subsidiaries and service providers.

CURRENT INDEX VALUE AND INITIAL RATE OF INTEREST. Notwithstanding the Initial Rate quoted in the **VARIABLE INTEREST RATE** paragraph in this Note and the recitations in the **VARIABLE INTEREST RATE** paragraph regarding the current Index value and resulting Initial Rate of interest to be applied to the unpaid principal balance of this Note, Borrower acknowledges and agrees that the **current Index is 2.08213% per annum**, resulting in an **Initial Rate of interest of 4.58213% per annum.**

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the

extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CCM CAPITAL ASSETS, LLC
By: _____

RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$11,066,500.00	04-28-2022	08-01-2028	33000468876				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CCM CAPITAL ASSETS, LLC
6892 U S HIGHWAY 49 N
HATTIESBURG, MS 39403

Lender: HANCOCK WHITNEY BANK
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

Principal Amount: $11,066,500.00 **Date of Agreement: April 28, 2022**

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note dated August 14, 2018 executed by Borrower to Lender, in the original principal amount of $12,250,000.00, including any and all renewals, modifications or extensions thereof.

DESCRIPTION OF COLLATERAL. It is the intention of the parties hereto that this Agreement, as a renewal and modification of that promissory note dated August 14, 2018, is secured by the collateral as more fully described in the security documents.

DESCRIPTION OF CHANGE IN TERMS. This Agreement hereby changes the rate at which interest accrues from One Month Libor plus 2.50% per annum to 30 day SOFR plus 3.62% per annum. The payment schedule shall now be as is fully described in the "Payment" provision below.

PROMISE TO PAY. CCM CAPITAL ASSETS, LLC ("Borrower") promises to pay to HANCOCK WHITNEY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eleven Million Sixty-six Thousand Five Hundred & 00/100 Dollars ($11,066,500.00), together with interest on the unpaid principal balance from April 28, 2022, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

The unpaid balance of this Note shall be due and payable in consecutive payments consisting of principal in the amount set forth opposite the then current payment date on Exhibit "A" attached hereto, plus all accrued but unpaid interest to date, beginning May 1, 2022, and on the same day in each month thereafter until August 1, 2028 (the "Maturity Date"), on which date the entire unpaid balance of principal and accrued interest shall be due and payable in full.

Unless sooner declared due and payable in accordance with the provisions of this Note, on the Maturity Date, all outstanding principal, interest, fees, costs and expenses owing by Borrower to Bank shall be due and payable in full without notice or demand. Provided no other agreement between the Borrower and Bank expressly imposes a prepayment penalty, Borrower may prepay without penalty any principal on this Note in whole or in part and any prepayments made on this Note shall be applied to the principal payment(s) due on this Note in the inverse order of their maturity.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. **Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the SOFR AVG 30 Day In Advance (also referred to as "SOFR30A" or the "Benchmark"). As used in this Note or Agreement, the term "SOFR30A" shall mean the Benchmark Rate in U.S. Dollars of the compounded daily secured overnight financing rate over the last 30 days as calculated and published by the Federal Reserve Lender of New York (or a successor administrator of SOFR) and in effect on the first day of each calendar month. The Benchmark shall be obtained by the Lender from an intermediary rate reporting source such as Bloomberg, L.P. or any other authoritative rate reporting source as selected by the Lender from time to time. Notwithstanding anything in this Note or Agreement to the contrary, if the Benchmark as reported by Bloomberg, L.P. or any other authoritative rate reporting source is less than zero percent (0.00%), then such Benchmark shall be deemed to be zero percent (0.00%) and the index also shall be zero percent (0.00%). The Benchmark (deemed to be zero percent (0.00%) if the reported Benchmark is less than zero) shall be adjusted on the first day of each calendar month to determine the index (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 0.167% per annum.** Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 3.620 percentage points over the Index (the "Margin"), resulting in an initial rate of 3.787% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this loan be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.**

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged **4.000% of the unpaid portion of the regularly scheduled payment or $5.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Mississippi.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by the collateral referenced in the separate security document(s).

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

FINANCIAL STATEMENTS AND INFORMATION. Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ADDITIONAL COLLATERAL. To the extent permitted by law, as further collateral security for the repayment of this Note or Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, including instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. Borrower further hereby releases Lender from any obligation to take any steps to collect any proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender. Collateral securing other loans with Lender may also secure this Note or Credit Agreement as a result of cross-collateralization.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. In addition to the Events of Default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

CCM CAPITAL ASSETS, LLC

HDC HOLDINGS II, LLC, Sole Member of CCM CAPITAL ASSETS, LLC

By: Elaine Saxton
ELAINE SAXTON, Senior VP-Finance of HDC HOLDINGS II, LLC

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EXHIBIT
B-1

MORTGAGE
Bk:2195 Page:275-287
RCD: 09/17/2018 @ 9:53:29:AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: HANCOCK WHITNEY BANK, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK WHITNEY BANK, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: PART OF SOUTH 1/2 OF SE 1/4 OF SEC 32, T5N, R13W, FORREST COUNTY, MS.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: CCM CAPITAL ASSETS, LLC, 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403, Tel. (228) 868-4000

LENDER / BENEFICIARY: HANCOCK WHITNEY BANK, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated August 14, 2018, among CCM CAPITAL ASSETS, LLC, whose address is 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK WHITNEY BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 5154 U S HIGHWAY 42, HATTIESBURG , MS 39401.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and

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use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or

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transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the

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Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election

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require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the

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obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to

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declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor

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also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on

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behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK WHITNEY BANK, and its successors and assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their

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quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2018, **in the original principal amount of $12,250,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Harrison)

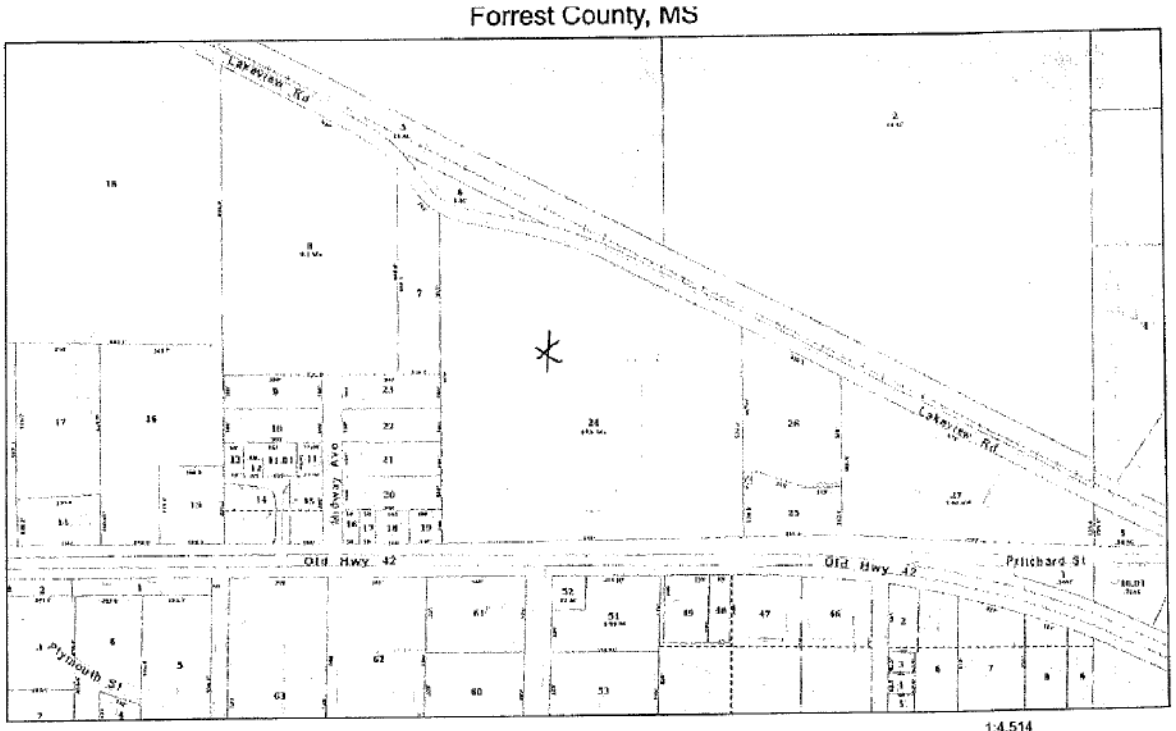
Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of August, 20 18, within my jurisdiction, the within named **RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC,** a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 102774 CONNIE LYNN HARRIER Commission Expires 07/10/2020 HARRISON COUNTY

My Commission Expires:
7/10/2020

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City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Irene Jeter - Title Research
1511 Browns Bridge Road
Hattiesburg, MS 39401
Phone & Fax: (601) 582-8875

5154 Hwy 42

Limited Search

Search Requested By: Schwartz, Orgler, Jordan & Williams, PLLC
Order #:
Invoice # 23957-F (Fee $ 79.00)
Searched From: June 13,2006
Effective Date: November 1, 2023 @ 8:00 a.m.

Owner of Record: Hudson's Capital Assets, LLC
17.28 ac. m/l located in the S1/2 of SE1/4, Section 32, Township 5 North, Range 13 West, Forrest County, MS.

Property Address: 5154 Hwy 42

Tax Information:
Parcel # 2-024P-32-024.000 PPIN # 27542
County Taxes
2023 – Due January 2024 in the amt. of $ 51,490.07
2022 - Pd. 6/1/2023 in the amt. of $ 53,581.58
2021 - Pd. 2/2/2022 in the amt. of $ 56,874.61

LIEN & JUDGMENT SEARCH
Names Searched: Hudson's Capital Assets, LLC, CCM Capital Assets, LLC

Federal Tax Liens: None found
Construction Liens: None found
Lis Pendens: None found
Judgments: None found
State Tax Liens : None found

VESTING DEED

Special Warranty Deed
Grantor: RAS Family Partners, L.P.
Grantee: Hudson's Capital Assets, LLC
Dated: June 6, 2006
Filed: June 13, 2006
Deed Book: 989 at page 112

DEED OF TRUST
Grantor: CCM Assets, LLC
Trustee: Joy Lambert Phillips
Beneficiary: Hancock Whitney Bank
Amount: $ 12,250,000.00
Dated: August 14, 2018
Filed: Sept. 17, 2018
Deed of Trust Book: 2195 at page 275
Maturity Date: August 1, 2028

End of Report

INDEXING INSTRUCTIONS: A part of the South ½ of the Southeast ¼ of Section 32, Township 5 North, Range 13 West. Forrest County, Mississippi.

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT

STATE OF MISSISSIPPI

COUNTY OF FORREST

113325
2006 JUN 13 PM 4:35

JIMMY C. HAYARD
CHANCERY CLERK

SPECIAL WARRANTY DEED

FOR AND INCONSIDERATION OF THE SUM OF Ten Dollars and 00/100 ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **RAS Family Partners, L. P., a Mississippi limited partnership** , does hereby grant, bargain, sell, convey and specially warrant unto **Hudson's Capital Assets, LLC.**, the following described property, lying and being situated in Forrest County, Mississippi, to wit:

A part of the South half of the Southeast quarter (S1/2 of SE ¼) of Section 32, Township 5 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the Southwest corner of the Southwest quarter of the Southeast quarter (SW ¼ of SE ¼) of said Section 32 and thence run North for a distance of 50 feet to the North line of the right-of-way of U.S. Highway 49 business route and thence run East and along said right-of-way line for a distance of 660 feet to and for a point of beginning of the parcel hereby described: and from said point of beginning thence continue East and along the North line of the right-of-way of said highway for a distance of 911 feet; thence run north for a distance of 626.2 feet to the south boundary of the Lakeview Road (also known as the Riverside Road and the old Hattiesburg-Rawls Springs Road): thence run north 63 degrees, 52 minutes West and along the South boundary of said road for a distance of 454.4 feet; thence run North 68 degrees, 15 minutes West and along the South boundary of said road for a distance of 172.5 feet; run thence North 76 degrees, 50 minutes West and along the South boundary of said road for a distance of 352.1 feet to a point due North of the point of beginning; and run thence South 970.5 feet and to said point of beginning; containing 17.28 acres; together with all improvements thereon and appurtenances thereunto belonging.

Grantor and Grantee shall prorate the county and city taxes for 2006 pro rata.

BOOK 0989 PAGE 0112

The above warranty and this conveyance are made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances, by, through or under Grantor, but not otherwise.

The above warranty and this conveyance are made subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance are made subject to right-of-way easement agreement with Willmut Gas and Oil Company dated December 13, 1990, recorded in Book 645 at Page 62, in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance are made subject to an easement to the City of Hattiesburg for sanitary serer or water lines dated October 12, 1970, recorded in Book 342 at Page 89, in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance are made subject to mutual drainage easement per Warranty Deed dated November 12, 1964, recorded in Book 271, at Page 175, in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS THE SINATURE of said corporation by its officer, after being duly authorized by said corporation so to sign, execute and deliver the same, this, the 6th day of June, A.D., 2006.

RAS FAMILY PARTNERS, L.P.,
A Mississippi limited partnership

BY: _____

ITS: President

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This day personally appeared before me, the undersigned authority in and for said county and state, **RAS Family Partners, L.P., a Mississippi limited partnership,** who acknowledges that they signed, executed and delivered the foregoing Special Warranty Deed as their free and voluntary act and deed on the date set forth therein.

WITNESS MY SIGNATURE AND SEAL OF OFFICE on this the 6 DAY OF June, 2006.

My commission expires:

[illegible] NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 1, 2007
BONDED THRU STEGALL NOTARY SERVICE

Dawn West
NOTARY PUBLIC

GRANTOR'S ADDRESS
RAS Family Partners, L.P.

P.O. Box 16749
Hattiesburg, MS 39404
601-264-2100

GRANTEE'S ADDRESS:
Hudson's Capital Assets, LLC
P.O. Box 711
Hattiesburg, MS 39403
601-268-7555

NOTARY PUBLIC

BOOK 0989 PAGE 0114

EXHIBIT
B-2

MORTGAGE
Bk:2195 Page:288-300
RCD: 09/17/2018 @ 9:54:34:AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: HANCOCK WHITNEY BANK, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK WHITNEY BANK, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: COMMENCE AT 3/4" IRON PIPE AT SW CORNER OF BLOCK 1 OF WEST END ADDITION TO THE CITY OF HATTIESBURG AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY, MS.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: CCM CAPITAL ASSETS, LLC, 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403, Tel. (228) 868-4000

LENDER / BENEFICIARY: HANCOCK WHITNEY BANK, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated August 14, 2018, among CCM CAPITAL ASSETS, LLC, whose address is 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK WHITNEY BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 999 BROADWAY DRIVE, HATTIESBURG, MS 39401.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related

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Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and

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payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive

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and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable,

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in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right

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to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or

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injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising

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from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

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Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK WHITNEY BANK, and its successors and assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without

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limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2018, **in the original principal amount of $12,250,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Harrison)

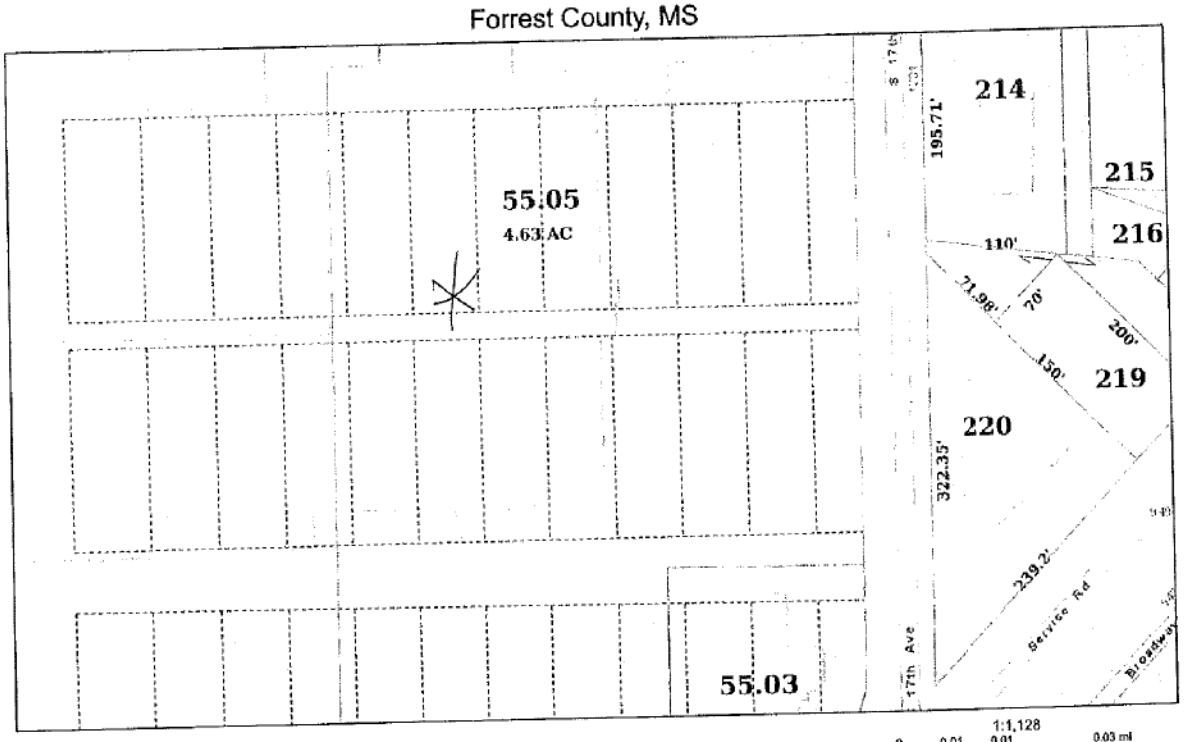
Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of August, 20 18, within my jurisdiction, the within named **RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 102774 CONNIE LYNN HARRIER Commission Expires 07/10/2020 HARRISON COUNTY

My Commission Expires:
7/10/2020

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City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NOA, USGS

Irene Jeter - Title Research
1511 Browns Bridge Road
Hattiesburg, MS 39401
Phone & Fax: (601) 582-8875

Limited Search

Search Requested By: Schwartz, Orgler, Jordan & Williams, PLLC
Order #:
Invoice # 23957-D (Fee $ 79.00)
Searched From: February 1, 2006
Effective Date: November 1 , 2023 @ 8:00 a.m.

Owner of Record: Hudson's Capital Assets, LLC
Part of Blocks 3, 4, & 5 of West End Addition, Forrest County, MS.

Property Address: 999 Broadway Drive, Hattiesburg, MS.

Tax Information:
Parcel # 2-039A-17-055.05 PPIN # 35975
County Taxes
2023 –Due January 2024 in the amt. of $ 25,469.94
2022 – Pd. 6/1/2023 in the amt. of $ 26,504.52
2021 - Pd. 2/2/2022 in the amt. of $ 25,984.82

LIEN & JUDGMENT SEARCH
Names Searched: Hudson's Capital Assets, LLC , CCM Capital Assets, LLC

Federal Tax Liens: None found
Construction Liens: None found
Lis Pendens: None found
Judgments: None found
State Tax Liens : None found

VESTING DEED

Warranty Deed
Grantor: Treasure Hunt Properties, LLC
Grantee: Hudson's Capital Assets, LLC
Dated: January 27, 2006
Filed: February 1, 2006
Deed Book: 980 at page 344

DEED OF TRUST
Grantor: CCM Capital Assets, LLC
Trustee: Joy Lambert Phillips
Beneficiary: Hancock Whitney Bank
Amount: $ 12,250,000.00
Dated: August 14, 2018
Filed: Sept. 17, 2018
Deed of Trust Book: 2195 at page 288
Maturity Date: August 1, 2028

End of Report

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed, **TREASURE HUNT PROPERTIES, LLC, a Mississippi limited liability company**, Grantor herein, does hereby grant, bargain, sell, convey and warrant unto **HUDSON'S CAPITAL ASSETS, LLC, a Mississippi limited liability company**, Grantee herein, the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed, including but not limited to the matters set forth on Exhibit "B" attached hereto.

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This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

WITNESS THE SIGNATURE of the Grantor on this, the 27 day of January A.D., 2006.

TREASURE HUNT PROPERTIES, LLC
A Mississippi limited liability company

BY: RICHARD W. PREUSCH, Member

STATE OF MISSISSIPPI
COUNTY OF Lamar

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 27 day of January, 2006, within my jurisdiction, the within named **RICHARD W. PREUSCH**, who acknowledged that he is a Member of **TREASURE HUNT PROPERTIES, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

MICHELLE M. ROBINSON JONES NOTARY PUBLIC My Commission Expires September 17, 2009 LAMAR COUNTY, MS

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Grantor's Address:

Post Office Box 711
Hattiesburg, MS 39403
Telephone: (601) 268-7555

Grantee's Address:

Post Office Box 711
Hattiesburg, MS 39403
Telephone: (601) 268-7555

THIS INSTRUMENT PREPARED BY:

ROBERT T. JACKSON, SR.
JACKSON, BOWMAN & BLUMENTRITT, PLLC
ATTORNEYS AT LAW
POST OFFICE BOX 15517
HATTIESBURG, MS 39404-5517
TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

FORREST CO.
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
2006 FEB -1 109803 AM 10: 03
WITNESS MY HAND AND SEAL
JIMMY D. HAVARD
CHANCERY CLERK

INDEXING INSTRUCTIONS TO CHANCERY CLERK:
PLEASE RECORD AND INDEX IN THE DIRECT/REVERSE ALPHABETICAL LAND DEED INDEX AND ON THE SECTIONAL INDEX FOR FORREST COUNTY, MISSISSIPPI AS FOLLOWS:

Part of Blocks 3, 4 and 5, of the West End Addition, City of Hattiesburg, Forrest County, Mississippi, including vacated Eddy and McInnis Streets and closed alleys within said blocks

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EXHIBIT "A"

COMMENCE AT A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF BLOCK 1 OF THE WEST END ADDITION TO THE CITY OF HATTIESBURG AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND RUN S00°22'08"E FOR 699.95 FEET; THENCE RUN S89°35'31"W FOR 4.87 FEET TO A 1/2" REBAR AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN S00°21'34"E FOR 434.72 FEET TO A 1/2" REBAR; THENCE RUN S89°41'57"W FOR 143.51 FEET TO A P.K. NAIL; THENCE RUN S00°35'39"E FOR 128.94 FEET TO A 1/2" REBAR; THENCE RUN S89°45'08"W FOR 254.60 FEET TO A COTTON SPINDLE; THENCE RUN N00°19'20"W FOR 191.15 FEET TO A BUILDING CORNER; THENCE CONTINUE N00°19'20"W ALONG BUILDING WALL FOR 321.19 FEET TO A BUILDING CORNER; THENCE RUN N89°40'04"E ALONG BUILDING WALL FOR 40.04 FEET TO A BUILDING CORNER; THENCE RUN N00°20'08"W ALONG BUILDING WALL FOR 40.06 FEET TO A BUILDING CORNER; THENCE RUN N89°39'50"E ALONG BUILDING WALL FOR 81.39 FEET TO A BUILDING CORNER; THENCE LEAVING BUILDING WALL CONTINUE N89°39'50"E FOR 86.82 FEET TO AN 'X' IN CONCRETE; THENCE RUN N05°36'14"E FOR 10.50 FEET TO A 1/2" REBAR; THENCE RUN N89°35'31"E FOR 187.90 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS PART OF BLOCKS 3, 4, AND 5 OF THE AFOREMENTIONED WEST END ADDITION TO THE CITY OF HATTIESBURG, INCLUDING VACATED EDDY AND MCINNIS STREETS AND CLOSED ALLEYS WITHIN SAID BLOCKS, FORREST COUNTY, MISSISSIPPI AND CONTAINS 4.628 ACRES MORE OR LESS.

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EXHIBIT "B"

1. Protective Covenants dated July 7, 1983, filed of record on July 12, 1983, at 11:50 a.m., in Book 528 at Page 320 in the land records as contained in the Office of the Chancery Clerk of Forrest County, Mississippi.

2. Easement by and between Mrs. Alexander Currie, Edward Alexander Currie, Jr., Overton A. Currie and Daniel McMahon Currie, Grantors, to Mississippi Power Company, Grantee, for the purpose of maintaining an electrical transmission line, dated September 6, 1968, and filed for record September 10, 1968, at 10:20 a.m., in Book 315 at Page 111 in the land records as contained in the Office of the Chancery Clerk of Forrest County Mississippi.

3. Easement by and between Mrs. Alexander Currie, Edward Alexander Currie, Jr., Overton A. Currie and Daniel McMahon Currie, and Cloverleaf Mall, Ltd., a Mississippi Limited Partnership, Grantors, and Mississippi Power Company, Grantee, for purposes of maintaining and operating electric transmission lines, dated July 11, 1980, and filed for record on January 23, 1981, at 10:00 a.m., and recorded in Book 491 at Page 392 in the land records as contained in the Office of the Chancery Clerk of Forrest County, Mississippi.

4. Easement as created in that certain Quitclaim Deed and Easement by and between Cloverleaf Mall, Ltd., a Mississippi Limited Partnership, Grantor, and Peter J. Howard and Carol L. Donnelly, as Co-Trustees under the 1986 Overton A. Currie Trust for Lavona Stringer Currie, H.A. Moore, III and Daniel McMahon Currie, as Co-Conservators for Terry Anderson Currie, Willie V. Woodson, III, as Successor Trustee of the Daniel McMahon Currie Trust, the Edward Alexander Currie, Jr., Trust, the Judy Stringer Currie Trust, the Lucy Flora Currie Trust, the Martha Lavona Currie Trust, the Iva Terry Currie Trust and the Overton A. Currie, Jr. Trust, and H.A. Moore, III as Administrator Cum Testamento Annexo, De Bonis Non Administratis, of the Will of Edward Alexander Currie, Jr., and William V. Woodson, III as Trustee of the Edward Alexander Currie, Jr., Testamentary Trust, and Daniel McMahon Currie, Grantees, dated June 13, 1988, and filed for record on July 13, 1988, at 10:26 a.m. in Book 601 at Page 366 in the land records as contained in the Office of the Chancery Clerk of Forrest County, Mississippi.

5. Declaration of Restrictions, Grant of Easements and Operating Agreement between Cloverleaf Mall, Ltd., a Mississippi Limited Liability Partnership, Cloverleaf Mall, LLC., and Albertson's Inc., dated January 29, 1998, and filed of record on April 29, 1998, in Land Deed Book 793 at Page 266 in the Office of the Chancery Clerk of Forrest County, Mississippi.

6. Cross-Access and Reciprocal Parking Agreement by and between Currie Land, LLC, Cloverleaf Mall, LLC, and Cloverleaf Mall, Ltd., a Mississippi Limited Liability Partnership, dated December 31, 1997, and filed of record on April 29, 1998, in Land Deed Book 793 at Page 421 in the Office of the Chancery Clerk of Forrest County, Mississippi.

7. Cross-Access and Reciprocal Parking agreement by and between GDC Hattiesburg, Ltd., and Cloverleaf Mall, Ltd., dated February 1, 1999, and filed of record on February 5, 1999, in Land Deed Book 810 at Page 333 in the Office of the Chancery Clerk of Forrest County, Mississippi.

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EXHIBIT
B-3

MORTGAGE
Bk:2195 Page:301-314
RCD: 09/17/2018 @ 9:57:05AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: HANCOCK WHITNEY BANK, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK WHITNEY BANK, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: PT OF THE SE/4 OF NW/4 AND PT SW/4 OF NE/4 AND PT OF NW/4 OF SE/4 OF SEC 25, T5N, R14 W, FORREST COUNTY, MS.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: HUDSON'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC, P.O. BOX 711, HATTIESBURG, MS 39403, Tel. (601) 268-7555

LENDER / BENEFICIARY: HANCOCK WHITNEY BANK, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated August 14, 2018, among HUDSON'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC, whose address is 6892 US HWY 49 NORTH, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK WHITNEY BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 6892 US HIGHWAY 49 NORTH, HATTIESBURG, MS 39401.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order

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MORTGAGE 9/17/20189:57:05 AM

applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

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Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will

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deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

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Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the

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case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10)

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days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory

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to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and

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signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK WHITNEY BANK, and its successors and

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assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means HUDSON'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2018, **in the original principal amount of $12,250,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or

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Instrument# 781635
MORTGAGE 9/17/2018 9:57:05 AM

under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HUDSON'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Director of HUDSON'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Harrison)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of August, 20 18, within my jurisdiction, the within named **RICHARD W. PREUSCH, Director of HUDSON'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

My Commission Expires:
7/10/2020

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 102774
CONNIE LYNN HARRIER
Commission Expires
07/10/2020
HARRISON COUNTY

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Instrument# 781635
MORTGAGE 9/17/20189:57:05 AM

EXHIBIT "A":

HATTIESBURG WAREHOUSE – 6892 US HWY 49:

PARCEL NO. 1: Commence at the Southeast Corner of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi, for the point of beginning; and from said point of beginning run North along East line of said Forty 1,282.0 feet to the South right-of-way of the Illinois Central Railroad; thence run Northwesterly along said Railroad right-of-way 50.0 feet to the North line of said Forty; thence run West along said North line 516.0 feet to the East margin of the Mammoth Springs Road; thence run Southwesterly along said East margin of said road 100.6 feet; thence run East 230.0 feet; thence run South 02 degrees 12 minutes East 370.0 feet; thence run Southwesterly 260.0 feet to a highway right-of-way monument; thence run Southeasterly along the North and East right-of-way of said U.S. Highway 49 1,002.0 feet to the South line of said Forty; thence run East along said South line of said Forty 7.2 feet back to the point of beginning; said parcel containing 10.23 acres, more or less.

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Instrument# 781635
MORTGAGE 9/17/20189:57:05 AM

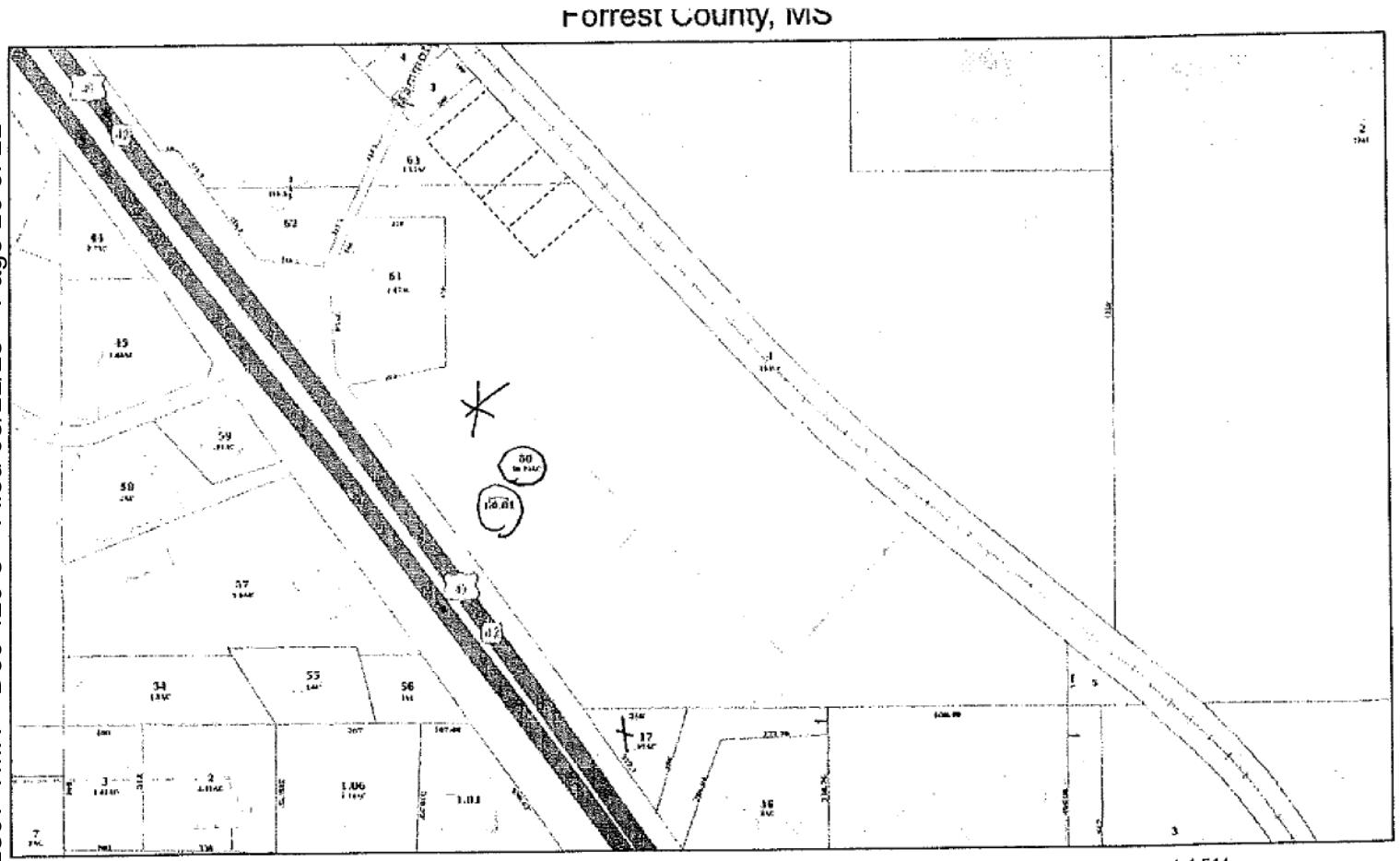
PARCEL NO. 2: All that part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), Section 25, Township 5 North, Range 14 ~~West~~, Forrest County, Mississippi, ~~lying South~~ and West of the Illinois Central Railroad and further described as: Commencing at the Southwest Corner of the aforesaid Forty for the point of beginning, and from said point of beginning run East along the South line of said Forty 1,318.0 feet; thence run North 90.5 feet to the South right-of-way of the Illinois Central Railroad; thence run Northwesterly along said Railroad right-of-way 1,782.0 feet to the West line of said Forty; thence run South along said West line 1,282.0 feet back to the point of beginning, said parcel of land containing 20 acres more or less.

PARCEL NO. 3: Commence at the Northwest Corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi, and run East 20.0 feet to and for the point of beginning; and from said point of beginning continue East 266.0 feet; thence run South 16 degrees 22 minutes West 305.2 feet to the North and East right-of-way of U. S. Highway 49; thence run Northwesterly along said highway right-of-way 317.7 feet to a point 20.0 feet East of the West line of said Forty; thence run North 38.5 feet back to the point of beginning, said parcel of land containing 0.97 acres, more or less.

Parcels No. 1, No. 2 and No. 3 as hereinabove described contain 31.2 acres, more or less, and comprise the same and identical lands as described in that certain deed recorded in Land Deed Book 330 at Page 494 and of that certain deed recorded in Land Deed Book 360 at Page 354 as these two certain deeds are recorded in the Land Deed Records on file in the office of the Chancery Clerk of Forrest County, Mississippi;

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging;

FORREST COUNTY, MS JIMMY C. HAVARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/17/2018 9:57:05 AM AND RECORDED IN MORTGAGE BOOK:2195 PAGE:Pages 301 - 314



City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Irene Jeter - Title Research
1511 Browns Bridge Road
Hattiesburg, MS 39401
Phone & Fax: (601) 582-8875

Limited Search

Search Requested By: Schwartz, Orgler, Jordan & Williams, PLLC
Order #:
Invoice # 23957 -B (Fee $ 79.25)
Searched From: May 24, 2004
Effective Date: November 1 , 2023 @ 8:00 a.m.

Owner of Record: Hudson's Capital Assets, LLC
Parcels located in the SE1/4 of NW1/4, , SW1/4 of NE1/4, and NW1/4 of SE1/4, Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi

Property Address: 6892 Hwy 49 , Hattiesburg, MS

Tax Information:
Parcel # 2-025B-25-060.00 PPIN # 27559
County Taxes
2023—Due January 2024 in the amt. of $ 123,071.63
2022 – Pd. 6/1/2023 in the amt. of $ 128,070.77
2021 - Pd. 2/2/2022 in the amt. of $ 125,559.58

Parcel # 2-025B-25-060.01 PPIN # 42994 (Improvements Only)
County Taxes
2023—Due January 2024 in the amt. of 38,302.21
2022 – Pd. 6/1/2023 in the amt. of $ 39,858.04
2021 - Pd. 2/2/2022 in the amt. of $ 39,076.51

Parcel # 2-025H-25-017.00 PPIN # 27583
County Taxes
2023—Due January 2024 in the amt. of $ 642.37
2022 - Pd. 6/1/2023 in the amt. of $ 668.46
2021 - Pd. 2/2/2022 in the amt. of $ 655.35

LIEN & JUDGMENT SEARCH
Names Searched: Hudson's Capital Assets, LLC , CCM Capital Assets, LLC

Federal Tax Liens: None found
Construction Liens: None found
Lis Pendens: None found
Judgments: None found
State Tax Liens : None found

VESTING DEED

Special Warranty Deed
Grantor: Hudson's Salvage, LLC
Grantee: Hudson's Capital Assets, LLC
Dated: October 2, 2003
Filed: May 24, 2004
Deed Book: 935 at page 696

DEED OF TRUST
Grantor: Hudson's Capital Assets, LLC, n/k/a CCM Capital Assets, LLC
Trustee: Joy Lambert Phillips
Beneficiary: Hancock Whitney Bank
Amount: $ 12,250,000.00
Dated: August 14, 2018
Filed: Sept. 17, 2018
Deed of Trust Book: 2195 at page 301
Maturity Date: August 1, 2028

End of Report

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
95083
1994 MAY 24 P 3:06
IN REC. BK. AND PAGE OR U.C.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt, adequacy and sufficiency of all of which being hereby irrevocably acknowledged and confessed, **HUDSON SALVAGE, LLC,** a Mississippi limited liability company, Grantor herein, does hereby grant, convey and specially warrant unto **HUDSON'S CAPITAL ASSETS, LLC,** a Mississippi limited liability company, Grantee herein, all of its right, title and interest in and to the following described real property lying and being situated in the County of Forrest and State of Mississippi, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES AS IF COPIED AT LENGTH HEREIN.

This conveyance and the special warranty hereof are subject to any and all prior oil, gas and other mineral leases, exceptions, reservations and conveyances and is further subject to any and all easements of record or of use affecting the above-described property including, but not limited to, the following:

1. That certain Easement from the City of Hattiesburg to Willmut Gas and Oil Company dated March 27, 1974 and filed April 8, 1974 in Book 390 at Page 458 in the office of the Chancery Clerk of Forrest County, Mississippi.

2. That certain Easement and Right-of-Way for electric transmission and telephone lines, known as Hattiesburg to Collins, 44KV line, dated October 21, 1941, and recorded in Land Deed Book 68 at Page 233 in the office of the Chancery Clerk of Forrest County, Mississippi, and all assignments thereof.

3. That certain Temporary Easement from the City of Hattiesburg to the Mississippi State Highway Commission dated December 19, 1991, recorded on January 3, 1972, in Land Deed Book 664 at Page 678. If the highway work is completed, this Temporary Easement is of no effect.

WITNESS THE SIGNATURE of the duly authorized and empowered officer of Hudson Salvage, Inc. on this 2nd day of October, A.D., 2003.

HUDSON SALVAGE, LLC, a Mississippi limited liability company

BY: _____
RICHARD W. PREUSCH, Manager

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of October, 2003, within my jurisdiction, the within named **Richard W. Preusch**, who acknowledged that he is **Manager of Hudson Salvage, LLC,** 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:
_____

JOY M. SMITH, FORREST COUNTY, MS NOTARY PUBLIC My Commission Expires

Grantor's Address:
P. O. Box 711
Hattiesburg, MS 39403-0711
(601) 268-7555

Grantee's Address:
P. O. Box 711
Hattiesburg, MS 39403-0711
(601) 268-7555

INDEXING INSTRUCTIONS TO CHANCERY CLERK:

Please record and index on the Direct/Reverse Alphabetical Land Deed Index and on the Sectional Index for Forrest County, Mississippi as follows:

Part of the SE ¼ of the NW ¼, Section 25, Township 5 North, Range 14 West, Forrest County, MS

Part of the SW ¼ of the NE ¼ of Section 25, Township 5 North, Range 14 West, Forrest County, MS

Part of the NW ¼ of the SE ¼ of Section 25, Township 5 North, Range 14 West, Forrest County, MS

THIS INSTRUMENT PREPARED BY:
Robert T. Jackson, Sr.
Jackson, Bowman & Blumentritt, PLLC
Attorneys at Law
P. O. Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309
MS Bar No. 2972

BOOK 0935 PAGE 697

PARCEL NO. 1: Commence at the Southeast Corner of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi, for the point of beginning; and from said point of beginning run North along East line of said Forty 1,282.0 feet to the South right-of-way of the Illinois Central Railroad; thence run Northwesterly along said Railroad right-of-way 50.0 feet to the North line of said Forty; thence run West along said North line 516.0 feet to the East margin of the Mammoth Springs Road; thence run Southwesterly along said East margin of said road 100.6 feet; thence run East 230.0 feet; thence run South 02 degrees 12 minutes East 370.0 feet; thence run Southwesterly 260.0 feet to a highway right-of-way monument; thence run Southeasterly along the North and East right-of-way of said U.S. Highway 49 1,002.0 feet to the South line of said Forty; thence run East along said South line of said Forty 7.2 feet back to the point of beginning; said parcel containing 10.23 acres, more or less.

PARCEL NO. 2: All that part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi, lying South and West of the Illinois Central Railroad and further described as: Commencing at the Southwest Corner of the aforesaid Forty for the point of beginning, and from said point of beginning run East along the South line of said Forty 1,318.0 feet; thence run North 90.5 feet to the South right-of-way of the Illinois Central Railroad; thence run Northwesterly along said Railroad right-of-way 1,782.0 feet to the West line of said Forty; thence run South along said West line 1,282.0 feet back to the point of beginning, said parcel of land containing 20 acres more or less.

PARCEL NO. 3: Commence at the Northwest Corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi, and run East 20.0 feet to and for the point of beginning; and from said point of beginning continue East 266.0 feet; thence run South 16 degrees 22 minutes West 305.2 feet to the North and East right-of-way of U. S. Highway 49; thence run Northwesterly along said highway right-of-way 317.7 feet to a point 20.0 feet East of the West line of said Forty; thence run North 38.5 feet back to the point of beginning, said parcel of land containing 0.97 acres, more or less.

Parcels No. 1, No. 2 and No. 3 as hereinabove described contain 31.2 acres, more or less, and comprise the same and identical lands as described in that certain deed recorded in Land Deed Book 330 at Page 494 and of that certain deed recorded in Land Deed Book 360 at Page 354 as these two certain deeds are recorded in the Land Deed Records on file in the office of the Chancery Clerk of Forrest County, Mississippi;

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging;

EXHIBIT "A"

BK0935PG698

EXHIBIT
B-4

MORTGAGE
Bk:2160 Page:169-181
RCD: 01/31/2018 @11:28:23:AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: HANCOCK BANK, a trade name of Whitney Bank, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK BANK, a trade name of Whitney Bank, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK BANK, a trade name of Whitney Bank, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: Lot 1, Block 10, Mrs. R.M. Mixon Survey or Addition; Lots 1-19, Block 6, North Main Street Addition; Block 7, North Main Street Addition.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: CCM CAPITAL ASSETS, LLC, 6892 US HIGHWAY 49 NORTH, HATTIESBURG, MS 39403, Tel. (601) 268-7555

LENDER / BENEFICIARY: HANCOCK BANK, a trade name of Whitney Bank, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated December 15, 2017, among CCM CAPITAL ASSETS, LLC, whose address is 6892 US HIGHWAY 49 NORTH, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK BANK, a trade name of Whitney Bank (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 5370 HWY 42 HATTIESBURG, HATTIESBURG, MS 39401.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related

Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and

payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive

and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disoursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable,

in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right

to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or

injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising

from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

ADDITIONAL INFORMATION REGARDING LENDER. Hancock Bank is the trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing banking products and services through its locations in Mississippi, Alabama, and Florida. All obligations hereunder are due and payable to Whitney Bank.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK BANK, a trade name of Whitney Bank, and its successors and assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK BANK, a trade name of Whitney Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 15, 2017, in the original principal amount of $1,700,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Forrest)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15 day of December, 20 17, within my jurisdiction, the within named RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC, a Delaware limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
LOIS E. COOLEY
NOTARY PUBLIC
ID No. 100373
Comm. Expires
October 09, 2018
LAMAR COUNTY

My Commission Expires:
10-9-19

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C:\LaserPro\CFI\LPL\G01.FC TR-269349 PR-319

EXHIBIT "A"

Real property in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows:

Tract 1

All that part of Lot One (1), Block Ten (10), of the Mrs. R. M. Mixon Survey or Addition to the City of Hattiesburg, lying North of the Northern ROW line of the U.S. Highway 11 By-Pass, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi;

Also: Lot 1 – 19 inclusive, and that certain twenty (20) foot wide vacated alley lying East of Lots 6 – 19, inclusive, being a portion of Block Six (6) of the North Main Street Addition to the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi;

Also: All of Block Seven (7), including that certain vacated alley intersecting the same, of the North Main Street Addition to the City of Hattiesburg, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and the vacated portion of Terrell Street lying East of Block Seven (7) and West of Block Six (6) of the North Main Street Addition to the City of Hattiesburg, Forrest County, Mississippi;

All of the above Tract 1 being more particularly described as follows:

Beginning at a ½ inch rebar found at the intersection of the North right-of-way margin of U.S. Highway 11 By-Pass (a.k.a Highway 42) and the West right-of-way margin of Redus Street; thence South 54°36'12" West along the North right-of-way margin of said U.S. Highway 11 By-Pass a distance of 357.67 feet; thence continue along the North right-of-way margin of said U.S. Highway 11 By-Pass with a curve turning to the right, with an arc length of 126.10 feet, a radius of 332.91 feet, a chord bearing of South 65°27'17" West, and a chord length of 125.35 feet to the Northeast right-of-way margin of the Illinois-Central Railroad; thence North 66°26'01" West along the Northeast right-of-way margin of the Illinois-Central Railroad a distance of 293.71 feet; thence continue along the Northeast right-of-way margin of the Illinois-Central Railroad with a curve turning to the right with an arc length of 226.50 feet, a radius of 3245.30 feet, a chord bearing of North 65°14'58" West, and a chord length of 226.45 feet to the East right-of-way margin of Stanley Street; thence North 00°23'01" West along the East right-of-way margin of Mildred Avenue; thence South 89°55'39" East along the South right-of-way margin of Mildred Avenue a distance of 878.83 feet to the West right-of-way margin of Redus Street; thence South 00°36'09" East along the West right-of-way margin of Redus Street a distance of 508.24 feet to the Point of Beginning, having an area of 578,610.4 more or less square feet, (13.283 more or less acres).

EXHIBIT
B-5

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RCD: 09/17/2018 @10:01:11AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: HANCOCK WHITNEY BANK, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK WHITNEY BANK, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: BLOCKS 12, 13, 14, 19 AND 20 OF THE WEST END ADDITION TO THE CITY OF HATTIESBURG, FORREST COUNTY MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: CCM CAPITAL ASSETS, LLC, 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403, Tel. (228) 868-4000

LENDER / BENEFICIARY: HANCOCK WHITNEY BANK, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated August 14, 2018, among CCM CAPITAL ASSETS, LLC, whose address is 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK WHITNEY BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 5912 US HWY49 HATTIESBURG, MS 39401.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

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Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed,

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installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall,

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upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after

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payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of

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termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid, next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this

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section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations, or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending

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credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A

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waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK WHITNEY BANK, and its successors and assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words

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"Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2018, in **the original principal amount of $12,250,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

Book 2195 Page 352
Instrument# 781638
MORTGAGE 9/17/201810:01:11 AM

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Forrest)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15 day of August, 2018, within my jurisdiction, the within named **RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

Mel Lee
NOTARY PUBLIC

My Commission Expires:
8-16-21



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C:\LaserPro\CFI\LPL\G01.FC TR-279529 PR-319

Book 2195 Page 353
Instrument# 781638
MORTGAGE 9/17/201810:01:11 AM

ALBERTSONS - 5912 US HWY 49:

A parcel of land located in Blocks 12, 13, 14, 19, and 20 of the WEST END ADDITION to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

PARCEL A:

To locate the point of beginning, commence at the Southeast corner of Lot # 1, Block # 1 of the West End Addition Subdivision of the City of Hattiesburg as per map or plat thereof on file in the office of the Chancery Clerk in the Courthouse at Hattiesburg, Forrest County, Mississippi, and run South for 1,271.00 feet to the intersection of the Northeast right-of-way line of U.S. Highway # 49 with U.S. Highway # 11 Cloverleaf; thence run South 44 degrees 39 minutes 00 seconds West along said Northeast right-of-way for 57.00 feet to a 6" x 6" concrete right-of-way marker; thence run South 89 degrees 48 minutes 25 seconds West for 1,078.07 feet to a ½" rebar and the point of beginning. From the point of beginning continue South 89 degrees 48 minutes 25 seconds West for 45.73 feet to a cotton spindle; thence run North 00 degrees 19 minutes 29 seconds West for 176.01 feet to a cotton spindle; thence run South 89 degrees 40 minutes 31 seconds West for 255.50 feet to a cotton spindle; thence run North 00 degrees 19 minutes 29 seconds West for 316.71 feet to a cotton spindle; thence run North 88 degrees 45 minutes 10 seconds West for 108.19 feet to a cotton spindle; thence run North 41 degrees 15 minutes 18 seconds West for 37.56 feet to a P.K. nail; thence run North 00 degrees 37 minutes 39 seconds West for 131.40 feet to a ½" rebar; thence run North 89 degrees 41 minutes 20 seconds East 200.07 feet to a ½" rebar; thence run North for 5.16 feet to an ,x, in concrete curb; thence run North 89 degrees 41 minutes 20 seconds East for 382.73 feet to an ,x, in concrete; thence run South 00 degrees 19 minutes 29 seconds East for 16.37 feet to an ,x, in concrete; thence run North 89 degrees 40 minutes 31 seconds East for 83.29 feet to an ,x, in concrete; thence run South 00 degrees 19 minutes 29 seconds East for 327.78 feet; thence run South 89 degrees 40 minutes 31 seconds West for 259.93 feet to a cotton spindle; thence run South 00 degrees 19 minutes 29 seconds East for 288.21 feet to a cotton spindle; thence run

Book 2195 Page 354
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MORTGAGE 9/17/201810:01:11 AM

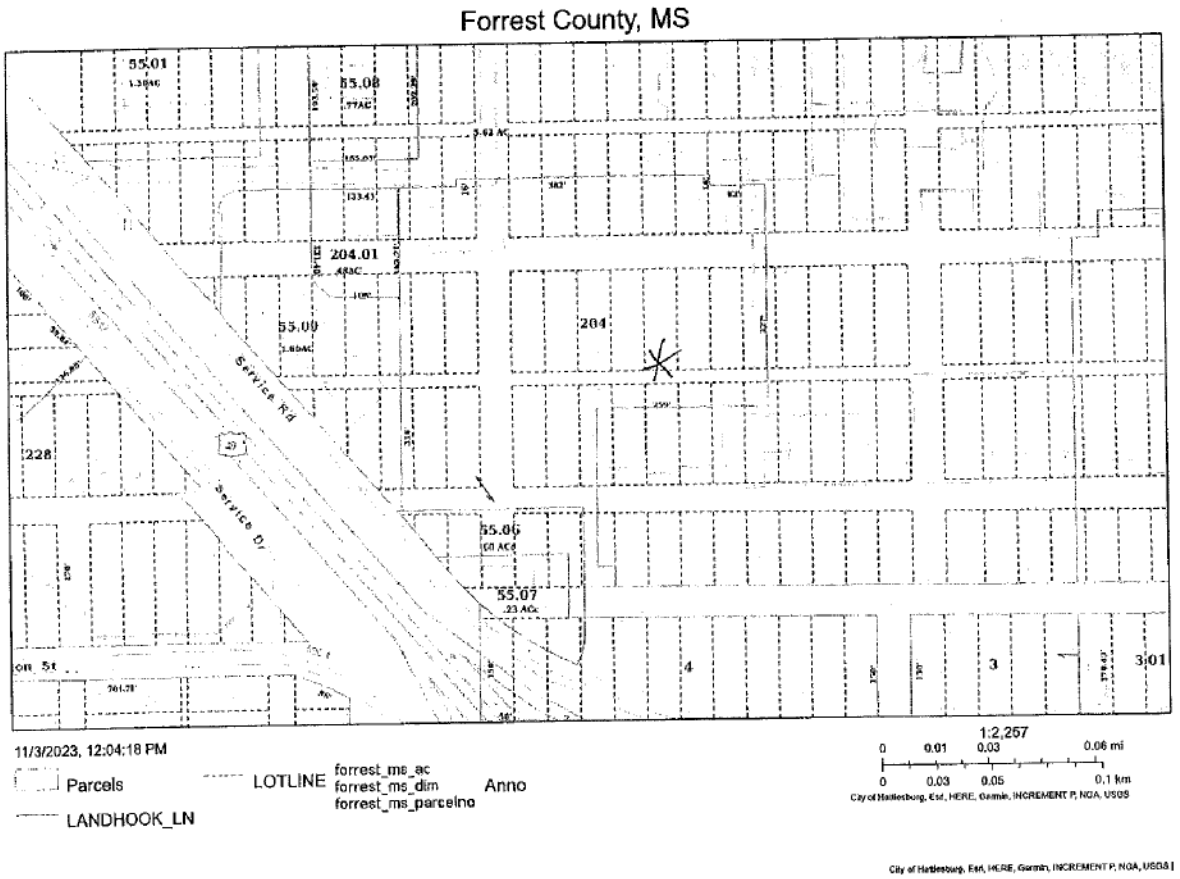
North 89 degrees 40 minutes 31 seconds East for 28.50 feet to a cotton spindle; thence run South 00 degrees 19 minutes 29 seconds East for 28.50 feet to a cotton spindle; thence run South 00 degrees 19 minutes 29 seconds East for 28.23 feet back to the point of beginning. Said parcel of land is part of Blocks 12, 13, 14, 19 and 20 including vacated street and alleys of said West End Addition to the City of Hattiesburg, Forrest County, Mississippi, and contains 5.620 acres, more or less. All as more particularly shown in that City's plat of survey for Albertson's Inc. by Flynt & Associates, dated December 12, 1997, last revised January 19, 1998, and certified by O. Ray Swilley, Professional Land Survey, No. 01826.

LESS AND EXCEPT, a parcel of land located in the West End Addition to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

PARCEL B:

To locate the point of beginning, commence at the Southeast corner of Lot No. 1, Block No. 1 of the West End Addition Subdivision to the City of Hattiesburg, Mississippi as per the map or plat thereof on file in the Office of the Chancery Clerk in the Courthouse at Hattiesburg, Forrest County, Mississippi, and run South 1,271.00 feet to the intersection of the Northeast right-of-way line of U.S. Highway No. 49 with U.S. Highway No. 11, Cloverleaf; thence run S 44 degrees 39 minutes 00 seconds W along the said Northeast right-of-way line for 57.00 feet to a 6" x 6" concrete right-of-way marker; thence run S 89 degrees 48 minutes 25 seconds W for 1,078.07 feet to a ½" rebar; continue S 89 degrees 48 minutes 25 seconds W for 45.73 feet to a cotton spindle; thence run N 00 degrees 19 minutes 29 seconds W for 176.01 feet to a cotton spindle; thence run S 89 degrees 40 minutes 31 seconds W for 255.50 feet to a cotton spindle; thence run N 00 degrees 19 minutes 29 seconds W for 316.71 feet to a cotton spindle to and for the point of beginning; thence run N 88 degrees 45 minutes 10 seconds W for 108.19 feet to a cotton spindle; thence run N 41 degrees 15 minutes 18 seconds W for 37.56 feet to a P.K. nail; thence run N 00 degrees 37 minutes 39 seconds W for 131.40 feet to a ½" rebar; thence run N 89 degrees 41 minutes 20 seconds E for 133.45 feet; thence run S 00 degrees 19 minutes 29 seconds E for 162.72 feet back to the point of beginning, said parcel containing 0.484 acres more or less and located in the West End Addition to the City of Hattiesburg, Forrest County, Mississippi.

FORREST COUNTY, MS JIMMY C. HAVARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/17/2018 10:01:11 AM AND RECORDED IN MORTGAGE BOOK:2195 PAGE:Pages 341 - 354



City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Irene Jeter - Title Research
1511 Browns Bridge Road
Hattiesburg, MS 39401
Phone & Fax: (601) 582-8875

Limited Search

Search Requested By: Schwartz, Orgler, Jordan & Williams, PLLC
Order #:
Invoice # 23957-A (Fee $ 80.00)
Searched From: November 1, 2010
Effective Date: November 1, 2023 @ 8:00 a.m.

Owner of Record: CCM Capital Assets, LLC
Pt. of Blocks 12, 13, 14, 19 and 20 of West End Addition, Forrest County, MS.

Property Address: 5912 Hwy 49, Hattiesburg, MS.

Tax Information:
Parcel # 2-039A-17-204.00 PPIN # 34727
County Taxes
2023—Due January 2024 in the amt. of $ 41,120.81
2022 – Pd. 10/1/2023 in the amt. of $ 45,981.74
2021 - Pd. 2/2/2022 in the amt. of $ 45,080.13

LIEN & JUDGMENT SEARCH
Names Searched: CCM Capital Assets, LLC

Federal Tax Liens: None found
Construction Liens: None found
Lis Pendens: None found
Judgments: None found
State Tax Liens : None found

VESTING DEED

Special Warranty Deed
Grantor: The Board of Trustees of Institutions of Higher Learning of the State of Mississippi acting for and on behalf of The University of Southern Mississippi
Grantee: CCM Capital Assets, LLC
Dated: October 6, 2010
Filed: November 1, 2010
Deed Book: 1091 at page 172

DEED OF TRUST
Grantor: CCM Capital Assets, LLC
Trustee: Joy Lambert Phillips
Beneficiary: Hancock Whitney Bank
Amount: $ 12,250,000.00
Dated: August 14, 2018
Filed: Sept. 17, 2018
Deed of Trust Book: 2195 at page 341
Maturity Date: August 1, 2028

End of Report

15

Forrest County
File&Recorded NOVEMBER 1 2010 11:27:00AM
Witness my hand and seal
Jimmy C. Howard
Chancery Clerk

Prepared by and Return to:
Robert T. Jackson, Sr.
Jackson, Bowman, Blumentritt & Arrington,
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

STATE OF MISSISSIPPI
COUNTY OF FORREST

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed, the Department of Finance and Administration pursuant to the authority granted to it in Senate Bill 3031 of the 2008 Regular Session of the Mississippi Legislature on behalf of,

The Board of Trustees of Institutions of Higher Learning
of the State of Mississippi acting for and on behalf of
The University of Southern Mississippi
118 College Drive, #5079
Hattiesburg, MS 39406
Telephone: (601) 261-2195

does hereby grant, bargain, sell, convey and warrant specially unto

CCM Capital Assets, LLC, a Mississippi limited liability company
Post Office Box 711
Hattiesburg, MS 39403
Telephone: 601-268-7555

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

(See Exhibit "A" attached)

INDEXING INSTRUCTIONS: Blocks 12, 13, 14, 19, and 20, WEST END ADDITION

Inst. 665894
Bk 1091 Pg 0172

This conveyance is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed, including but not limited to that certain Easement to The City of Hattiesburg, dated August 28, 1968, recorded in Book 315 at Page 328, in the office of the Chancery Clerk of Forrest County, Mississippi; that certain easement to Mississippi Power Company, dated September 6, 1968, recorded in Book 315 at Page 111, in the office of the Chancery Clerk of Forrest County, Mississippi; that certain easement to the City of Hattiesburg, dated July 12, 1968, recorded in Book 313 at Page 548, in the office of the Chancery Clerk of Forrest County, Mississippi; and that certain easement to Mississippi Power Company, dated July 11, 1980, recorded in Book 491 at Page 392, in the office of the Chancery Clerk of Forrest County, Mississippi..

This conveyance is subject to any and all Covenants and Restrictions of record, including but not limited to those certain Protective Covenants, dated July 7, 1983, recorded in Book 528 at Page 320, in the office of the Chancery Clerk of Forrest County, Mississippi; that certain Declaration Restrictions, Grant of Easements and Operating Agreement, dated January 29, 1998, recorded in Book 793 at Page 266, in the office of the Chancery Clerk of Forrest County, Mississippi; and that certain agreement dated November 19, 2002, by and between Cloverleaf Mall Ltd and The University of Southern Mississippi, amending the Declaration of Restrictions, Grant of Easements and Operating Agreement, t recorded in Book 897 at Page 679, in the office of the Chancery Clerk of Forrest County, Mississippi.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

The State of Mississippi reserves all mineral rights not heretofore transferred.

WITNESS THE SIGNATURE of the Grantor on this, the 6th day of October, A.D., 2010.

GRANTOR:

THE STATE OF MISSISSIPPI, DEPARTMENT OF FINANCE AND ADMINISTRATION ON BEHALF OF The Board of Trustees of Institutions of Higher Learning of the State of Mississippi acting for and on behalf of The University of Southern Mississippi

BY: Kevin J. Upchurch
KEVIN J. UPCHURCH, EXECUTIVE DIRECTOR

C. DELBERT HOSEMANN, JR., SECRETARY OF STATE

BY: Gerald McWhorter
GERALD MCWHORTER, ASSISTANT SECRETARY OF STATE FOR PUBLIC LANDS

Inst. 665894
Bk 1091 Pg 0173

APPROVED BY:

HALEY BARBOUR
GOVERNOR, STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 6th day of October, 2010, within my jurisdiction, the within named, Kevin J. Upchurch, who acknowledged that he is EXECUTIVE DIRECTOR OF THE DEPARTMENT OF FINANCE AND ADMINISTRATION, AN EXECUTIVE AGENCY OF THE STATE OF MISSISSIPPI and that in said representative capacity he executed the above and forgoing instrument for and on behalf of **the Board of Trustees of Institutions of Higher Learning of the State of Mississippi acting for and on behalf of The University of Southern Mississippi**, after first having been duly authorized so to do.

Laurie W. Noble
NOTARY PUBLIC

My Commission Expires:
January 7, 2011

LAURIE W NOBLE

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 6th day of October, 2010, within my jurisdiction, the within named, GERALD MCWHORTER, who acknowledged that he is ASSISTANT SECRETARY OF STATE FOR PUBLIC LANDS FOR THE STATE OF MISSISSIPPI and that in said representative capacity he executed the above and forgoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.

Kristen A. Adams
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 91139
KRISTEN A. ADAMS
Commission Expires
May 4, 2013
COPIAH COUNTY

Inst. 665894
Bk 1091 Pg 0174

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 13th day of October, 2010, within my jurisdiction, the within named, HALEY BARBOUR, who acknowledged that he is GOVERNOR FOR THE STATE OF MISSISSIPPI and that in said representative capacity he executed the above and forgoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 45729 BETHANY J. BRYANT Commission Expires Sept. 7, 2012 RANKIN COUNTY

Inst. 665894
Bk 1091 Pg 0175

EXHIBIT "A"

A parcel of land located in Blocks 12, 13, 14, 19, and 20 of the WEST END ADDITION to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

PARCEL A:

To locate the point of beginning, commence at the Southeast corner of Lot # 1, Block # 1 of the West End Addition Subdivision of the City of Hattiesburg as per map or plat thereof on file in the office of the Chancery Clerk in the Courthouse at Hattiesburg, Forrest County, Mississippi, and run South for 1,271.00 feet to the intersection of the Northeast right-of-way line of U.S. Highway # 49 with U.S. Highway # 11 Cloverleaf; thence run South 44 degrees 39 minutes 00 seconds West along said Northeast right-of-way for 57.00 feet to a 6" x 6" concrete right-of-way marker; thence run South 89 degrees 48 minutes 25 seconds West for 1,078.07 feet to a ½" rebar and the point of beginning. From the point of beginning continue South 89 degrees 48 minutes 25 seconds West for 45.73 feet to a cotton spindle; thence run North 00 degrees 19 minutes 29 seconds West for 176.01 feet to a cotton spindle; thence run South 89 degrees 40 minutes 31 seconds West for 255.50 feet to a cotton spindle; thence run North 00 degrees 19 minutes 29 seconds West for 316.71 feet to a cotton spindle; thence run North 88 degrees 45 minutes 10 seconds West for 108.19 feet to a cotton spindle; thence run North 41 degrees 15 minutes 18 seconds West for 37.56 feet to a P.K. nail; thence run North 00 degrees 37 minutes 39 seconds West for 131.40 feet to a ½" rebar; thence run North 89 degrees 41 minutes 20 seconds East 200.07 feet to a ½" rebar; thence run North for 5.16 feet to an ,x, in concrete curb; thence run North 89 degrees 41 minutes 20 seconds East for 382.73 feet to an ,x, in concrete; thence run South 00 degrees 19 minutes 29 seconds East for 16.37 feet to an ,x, in concrete; thence run North 89 degrees 40 minutes 31 seconds East for 83.29 feet to an ,x, in concrete; thence run South 00 degrees 19 minutes 29 seconds East for 327.78 feet; thence run South 89 degrees 40 minutes 31 seconds West for 259.93 feet to a cotton spindle; thence run South 00 degrees 19 minutes 29 seconds East for 288.21 feet to a cotton spindle; thence run North 89 degrees 40 minutes 31 seconds East for 28.50 feet to a cotton spindle; thence run South 00 degrees 19 minutes 29 seconds East for 28.50 feet to a cotton spindle; thence run South 00 degrees 19 minutes 29 seconds East for 28.23 feet back to the point of beginning. Said parcel of land is part of Blocks 12, 13, 14, 19 and 20 including vacated street and alleys of said West End Addition to the City of Hattiesburg, Forrest County, Mississippi, and contains 5.620 acres, more or less. All as more particularly shown in that City's plat of survey for Albertson's Inc. by Flynt & Associates, dated December 12, 1997, last revised January 19, 1998, and certified by O. Ray Swilley, Professional Land Survey, No. 01826.

LESS AND EXCEPT, a parcel of land located in the West End Addition to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

PARCEL B:

To locate the point of beginning, commence at the Southeast corner of Lot No. 1, Block No. 1 of the West End Addition Subdivision to the City of Hattiesburg, Mississippi as per the map or plat thereof on file in the Office of the Chancery Clerk in the Courthouse at Hattiesburg, Forrest County, Mississippi, and run South 1,271.00 feet to the intersection of the Northeast right-of-way line of U.S. Highway No. 49 with U.S. Highway No. 11, Cloverleaf; thence run S 44 degrees 39 minutes 00 seconds W along the said Northeast right-of-way line for 57.00 feet to a 6" x 6" concrete right-of-way marker; thence run S 89 degrees 48 minutes 25 seconds W for 1,078.07 feet to a ½" rebar; continue S 89 degrees 48 minutes 25 seconds W for 45.73 feet to a cotton spindle; thence run N 00 degrees 19 minutes 29 seconds W for 176.01 feet to a cotton spindle; thence run S 89 degrees 40 minutes 31

Inst. 665894
Bk 1091 Pg 0176

seconds W for 255.50 feet to a cotton spindle; thence run N 00 degrees 19 minutes 29 seconds W for 316.71 feet to a cotton spindle to and for the point of beginning; thence run N 88 degrees 45 minutes 10 seconds W for 108.19 feet to a cotton spindle; thence run N 41 degrees 15 minutes 18 seconds W for 37.56 feet to a P.K. nail; thence run N 00 degrees 37 minutes 39 seconds W for 131.40 feet to a ½" rebar; thence run N 89 degrees 41 minutes 20 seconds E for 133.45 feet; thence run S 00 degrees 19 minutes 29 seconds E for 162.72 feet back to the point of beginning, said parcel containing 0.484 acres more or less and located in the West End Addition to the City of Hattiesburg, Forrest County, Mississippi.

Inst. 665894
Bk 1091 Pg 0177

EXHIBIT
B-6

Forrest County
Filed/Recorded APRIL 4 2016 01:01:00PM
Witness my hand and seal
Jimmy C. Howard
Chancery Clerk

WHEN RECORDED MAIL TO: HANCOCK BANK, a trade name of Whitney Bank, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK BANK, a trade name of Whitney Bank, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK BANK, a trade name of Whitney Bank, 228 ST CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: SE|SE Section 25 + NE|NE 536, T5N, R14W

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: CCM CAPITAL ASSETS, LLC, 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403, Tel. (228) 868-4000

LENDER / BENEFICIARY: HANCOCK BANK, a trade name of Whitney Bank, COMMERCIAL CENTRAL GULFPORT MS, ONE HANCOCK PLAZA, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated March 31, 2016, among CCM CAPITAL ASSETS, LLC, whose address is 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK BANK, a trade name of Whitney Bank (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 48 RAWLS SPRINGS LOOP ROAD, HATTIESBURG, MS 39403.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

Inst. 746335
Bk 2059 Pg 0281

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written

consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the

Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain

proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection

with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

ADDITIONAL INFORMATION REGARDING LENDER. Hancock Bank is the trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing banking products and services through its locations in Mississippi, Alabama, and Florida. All obligations hereunder are due and payable to Whitney Bank.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its

conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK BANK, a trade name of Whitney Bank, and its successors and assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or

all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK BANK, a trade name of Whitney Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated March 31, 2016, in the original principal amount of $2,800,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 1, 2026. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT, 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

Inst. 746335
Bk 2059 Pg 0291

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Director of CCM CAPITAL ASSETS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Lamar)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7th day of March, 20 25, within my jurisdiction, the within named RICHARD W. PREUSCH, Director of CCM CAPITAL ASSETS, LLC, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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Inst. 746335
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EXHIBIT "A"

A part of the SE 1/4 of the SE 1/4 of Section 25, and part of the NE 1/4 of the NE 1/4 of Section 36, all in Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as follows:

Begin at the Southeast corner of Section 25, and run North 00 degrees 21 minutes 40 seconds West along the East line of said Section 25, 534.53 feet, to the West right of way line of the Illinois Central Railroad; thence Northwesterly along said railroad right-of-way line 458.1 feet; thence South 77 degrees 35 minutes 13 seconds West, 462.71 feet; thence South 00 degrees 22 minutes 52 seconds West , 630.47 feet to the centerline of the Old Rawls Springs Public Road; thence South 45 degrees 10 minutes 12 seconds East along the said centerline of the Old Rawls Springs Public Road, 785.84 feet; thence North 00 degrees 06 minutes 08 seconds West 150.0 feet; thence North 89 degrees 53 minutes 52 seconds East, 114.85 feet to the east line of the above said Section 36, thence North 00 degrees 39 minutes 52 seconds West along the said east line of said Section 36, 192.32 feet to the point of beginning.

Less and Except any portion of the land lying within the right of way of Old Rawls Springs Public Road.

The above described parcel of real property has also been described as:

A part of the SE 1/4 of the SE 1/4 of Section 25, and part of the NE 1/4 of the NE 1/4 of Section 36, all in Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 25, being the point of beginning of the parcel herein described, and run due North along the East line of said Section 25, for a distance of 507.4 feet, more or less, to a point on the West right of way line of the Illinois Central Railroad; thence run Northwesterly along said West right of way line for a distance of 489.9 feet to a point; thence run South 77 degrees 16 minutes West for a distance of 463.7 feet to a point; thence run due South for a distance of 630.3 feet, more or less, to a point on the centerline of the Old Rawls Springs Public Road; thence run South 44 degrees 56 minutes East along the centerline of said public road for a distance of 783.6 feet to a point; thence run due North for a distance of 150.0 feet to a point; thence run due East for a distance of 115.0 feet, more or less, to a point on the East line of said Section 36; and thence run due North along the East line of said Section 36 for a distance of 192.3 feet, more or less to the point of beginning of the parcel herein described.

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LESS AND EXCEPT

Approximately 0.305 acres, described as follows:

Commencing at the Northeast corner of said Section 36, run South along the East line of said Section 36 for a distance of 192.3 feet to the point of beginning of the parcel herein described; thence continue to run South along the East line of said Section 36 for a distance of 152.7 feet to a point; thence run North 57 degrees West for a distance of 137.1 feet to a point; thence run due North for a distance of 78.0 feet to a point; and thence run due East for a distance of 115.0 feet, more or less, to the point of beginning of the parcel described in this paragraph.

AND ALSO:

A part of the SE 1/4 of the SE 1/4 of Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi; and being more particularly described as follows:

Commence at the Southeast Corner of said Section 25, and run North 00 degrees 21 minutes 40 seconds West along the East line of said Section 25, 534.53 feet (actual) (N 507.4 feet, more or less, record) to the West right of way line of the Illinois Central Railroad; Thence Northwesterly along said railroad right of way line 458.1 feet (actual) (chord bearing and distance of North 27 degrees 19 minutes 18 seconds West, 458.07 feet), (489.9 feet, record) to the point of beginning; thence run South 77 degrees 35 minutes 13 seconds West 462.71 to the point of beginning of the property herein described; thence run South 77 degrees 35 minutes 13 seconds West 35.68 feet to the east right of way line of Rasberry Lane (a public road); thence South 00 degrees 11 minutes 06 seconds East 560.90 feet along said east right of way line of Rasberry lane to the North right of way line of Old Rawls Springs Public Road; thence South 44 degrees 18 minutes 17 seconds East along the said North right of way line of the Old Rawls Springs Public Road 41.69 feet; Thence N 00 degrees 22 minutes 52 seconds East, 598.49 feet to the point of beginning.

AND ALSO:

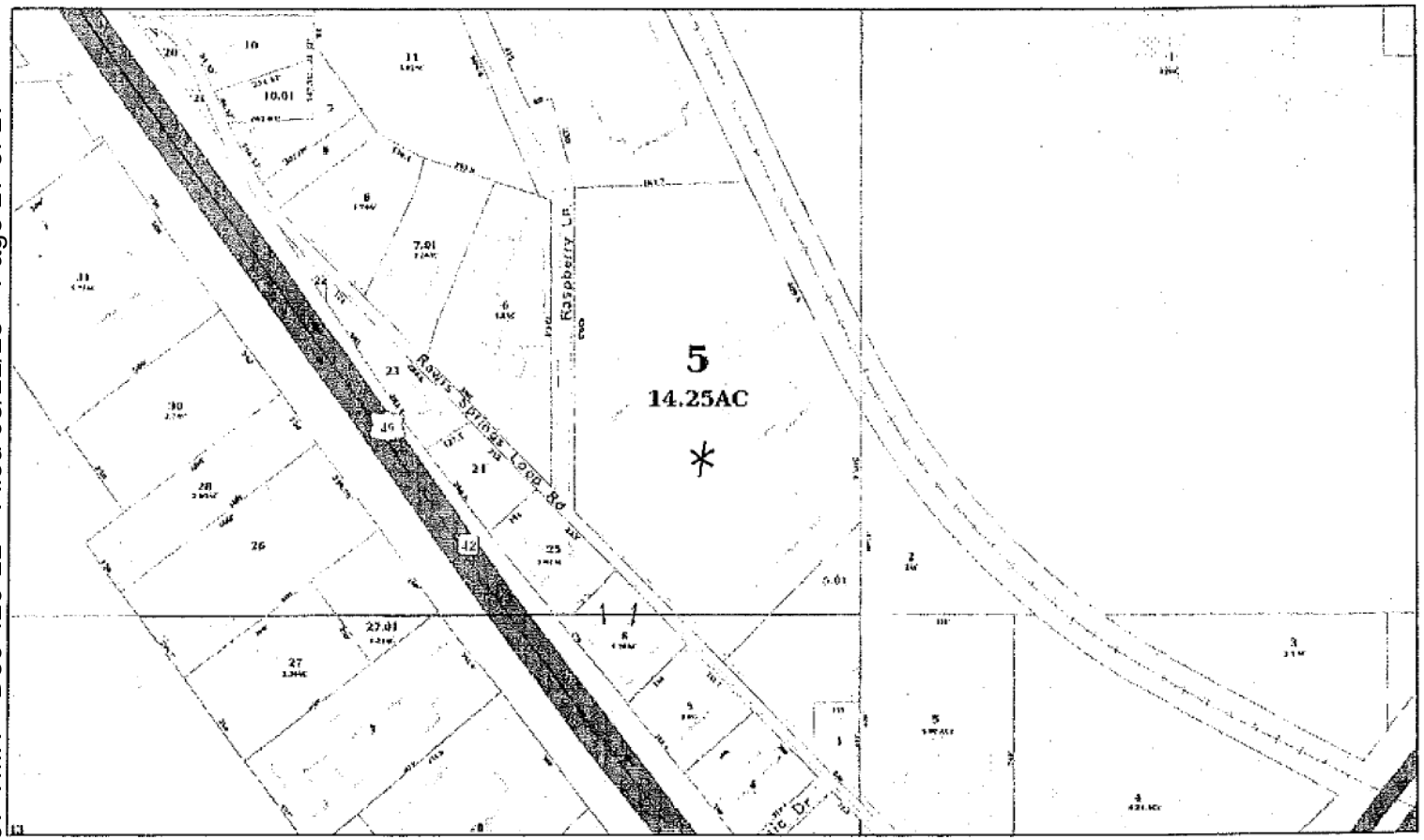
A part of the SE 1/4 of the SE 1/4 of Section 25, Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as follows:

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Begin at the Southeast corner of Section 25, and run North 00 degrees 21 minutes 40 seconds West along the East line of said Section 25, 534.53 feet (actual) (N 507.4 feet, more or less, record), to the West right of way line of the Illinois Central Railroad; thence Northwesterly along said railroad right of way line 458.1 feet (actual) (chord bearing and distance of N 27 degrees 19 minutes 18 seconds West, 458.07 feet) (489.9 feet, record) to the point of beginning; thence South 77 degrees 35 minutes 13 seconds West, 498.39 feet to the East right of way line of Rasberry Lane (a public road); thence North 00 degrees 11 minutes 06 seconds West , 146.38 feet along the said east right of way line of Rasberry Lane; Thence North 77 degrees 16 Minutes 00 seconds East 430.78 feet to the West right of way line of the Illinois Central Railroad; thence South 26 degrees 32 minutes 25 seconds East, along the West right of way line of the Illinois Central Railroad, 150 feet to the point of beginning.

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Forrest County, MS



City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

EXHIBIT
B-7

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RCD: 09/17/2018 @ 9:59:38 AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: HANCOCK WHITNEY BANK, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK WHITNEY BANK, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: PT OF THE NE 1/4 OF SE 1/4 OF SEC 35, T5N, R13W, FORREST COUNTY, MS.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: HUDSON 'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC, P.O. BOX 4020, GULFPORT, MS 39502, Tel. (800) 522-6542

LENDER / BENEFICIARY: HANCOCK WHITNEY BANK, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated August 14, 2018, among HUDSON 'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC, whose address is P.O. BOX 4020, GULFPORT, MS 39502 ("Grantor"); HANCOCK WHITNEY BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 334 NORTH MAIN STREET, PETAL, MS 39465.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order

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applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

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Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will

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deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

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Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the

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case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other

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agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in

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conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of FORREST County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i)

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any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK WHITNEY BANK, and its successors and assigns.

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Instrument# 781637
MORTGAGE 9/17/20189:59:38 AM

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means HUDSON 'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2018, **in the original principal amount of $12,250,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood

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Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HUDSON 'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC

By: Richard W. Preusch
RICHARD W. PREUSCH

CORPORATE ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Harrison)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of August, 20 18, within my jurisdiction, the within named **RICHARD W. PREUSCH,** Manager of **HUDSON 'S CAPITAL ASSETS, LLC N/K/A CCM CAPITAL ASSETS, LLC,** a MS corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Connie Lynn Harrier
NOTARY PUBLIC

My Commission Expires:
7/10/2020

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 102774 CONNIE LYNN HARRIER Commission Expires 07/10/2020 HARRISON COUNTY

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Instrument# 781637
MORTGAGE 9/17/20189:59:38 AM

PETAL STORAGE – 334 N MAIN STREET, PETAL:

Commence at the northeast corner of the NE¼ of SE¼ of Section 35, Township 5 North, Range 13 West, Forrest County, Mississippi; thence West along the forty line for 25 feet; thence South 155.0 feet to the point of beginning. From the point of beginning run West 140.0 feet; thence run North 130.0 feet; thence West 460 feet; thence run South 677.0 feet; thence run East 475.0 feet; thence run North 129.0 feet; thence run East 125.0 feet; thence run North 427.0 feet back to the point of beginning, being 8.56 acres, more or less, in the NE¼ of SE¼ of Section 35, Township 5 North, Range 13 West, Forrest County, Mississippi.

AND, ALSO:

Commence at the Northeast corner of the NE¼ of SE¼, Section 35, Township 5 North, Range 13 West, Forrest County, Mississippi, and run West along forty line for 25.0 feet; thence run South for 25.0 feet to the point of beginning. From the point of beginning, continue South for 130.0 feet; thence West for 140.0 feet; thence North for 130.0 feet; thence East for 140.0 feet back to the point of beginning, containing 0.42 acres, more or less, and being located in the NE¼ of SE¼, Section 35, Township 5 North, Range 13 West, Forrest County, Mississippi.

AND, ALSO:

Commence at the Northeast corner of the NE¼ of SE¼, Section 35, Township 5 North, Range 13 West, Forrest County, Mississippi, and run West along the North forty line for 25.0 feet; thence South for 582.0 feet to the point of beginning. From the point of beginning continue South for 120.0 feet; thence West for 125.0 feet; thence North for 120.0 feet; thence East for 125.0 feet back to the point of beginning, containing 0.34 acres, more or less, and being located in the NE¼ of SE¼, Section 35, Township 5 North, Range 13 West, Forrest County, Mississippi.

FORREST COUNTY, MS. JIMMY C. HAVARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/17/2018 9:59:38 AM AND RECORDED IN MORTGAGE BOOK 2195 PAGE Pages 328 - 340

Index: NE/4 & SE/4
S35, T5N, R13W

STATE OF MISSISSIPPI
COUNTY OF FORREST

BELLSOUTH

8416-C-MS
(05-2002)

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
2004 APR -2 P 4: 11
93135
IN REC. BK. AND PAGE OR U.C.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
Johnny L. Howard CHANCERY CLERK

Preparer's name and address:
(Return document to the BellSouth address on back)

Bill Hurst
Route 1, Box 18B
Carrollton, MS 38917
(662) 237-6225

EASEMENT

For and in consideration of four thousand and no/100 dollars ($ 4,000.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia Corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 920, page 298, Forrest County, Mississippi Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 35, Township 5N, Range 13W, St. Stephens Meridian, Forrest County, State of Mississippi, consisting of a (strip) (parcel) of land that thirty feet by thirty feet, as indicated and described on the attached EXHIBIT "A", hereof made a part of this document.

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

Scanned 4pgs
1-19-04

BOOK 0932 PAGE 618

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

8416-C-MS
(05-2002)
Page 2

In witness whereof, the undersigned has/have caused this instrument to be executed on the 22 day of December, 2003

Signed, sealed and delivered in the presence of:

Witness

Witness

HUDSON'S CAPITAL ASSETS, LLC
Name Of ~~Corporation~~ ENTITY
By: Richard Preusch
Title: CFO
Attest: L Parker

State of Mississippi, County of Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of December, 2003, within my jurisdiction, the within named Richard W. Preusch who acknowledged that he (she) is CFO of Hudson's Capital Assets LLC a Mississippi ~~corporation~~ and that for and on behalf of the said ~~corporation~~, and as its act and deed he (she) executed the above and foregoing instrument, after first having been duly authorized by said ~~corporation~~ to do so.

Jay M. Smith
Notary Public

My Commission Expires:

FORREST COUNTY, MS
NOTARY PUBLIC
My Commission Expires June 25, 2005

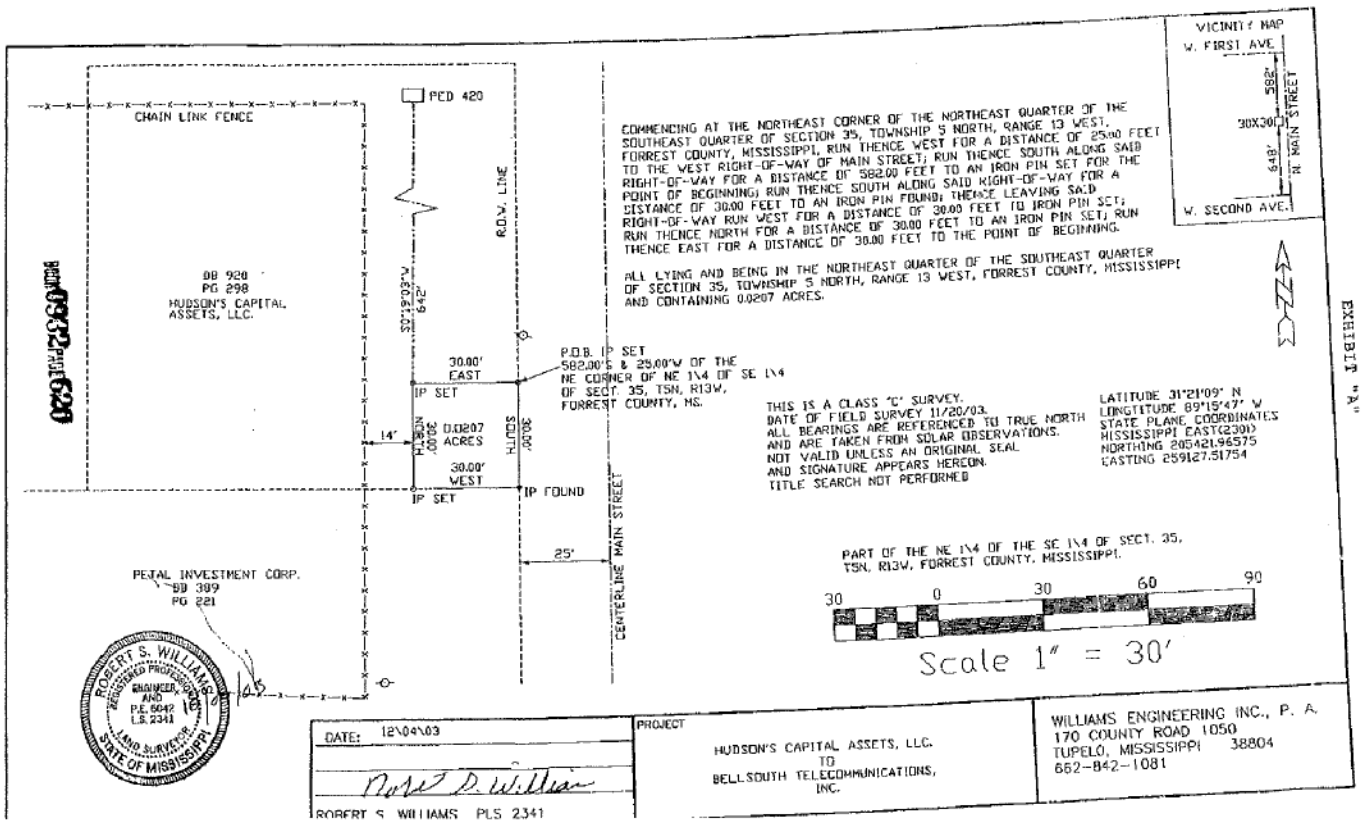
~~Grantor's~~ Address:
P. O. Box 711
Hattiesburg, MS 39403-0711
(601) 268-7555

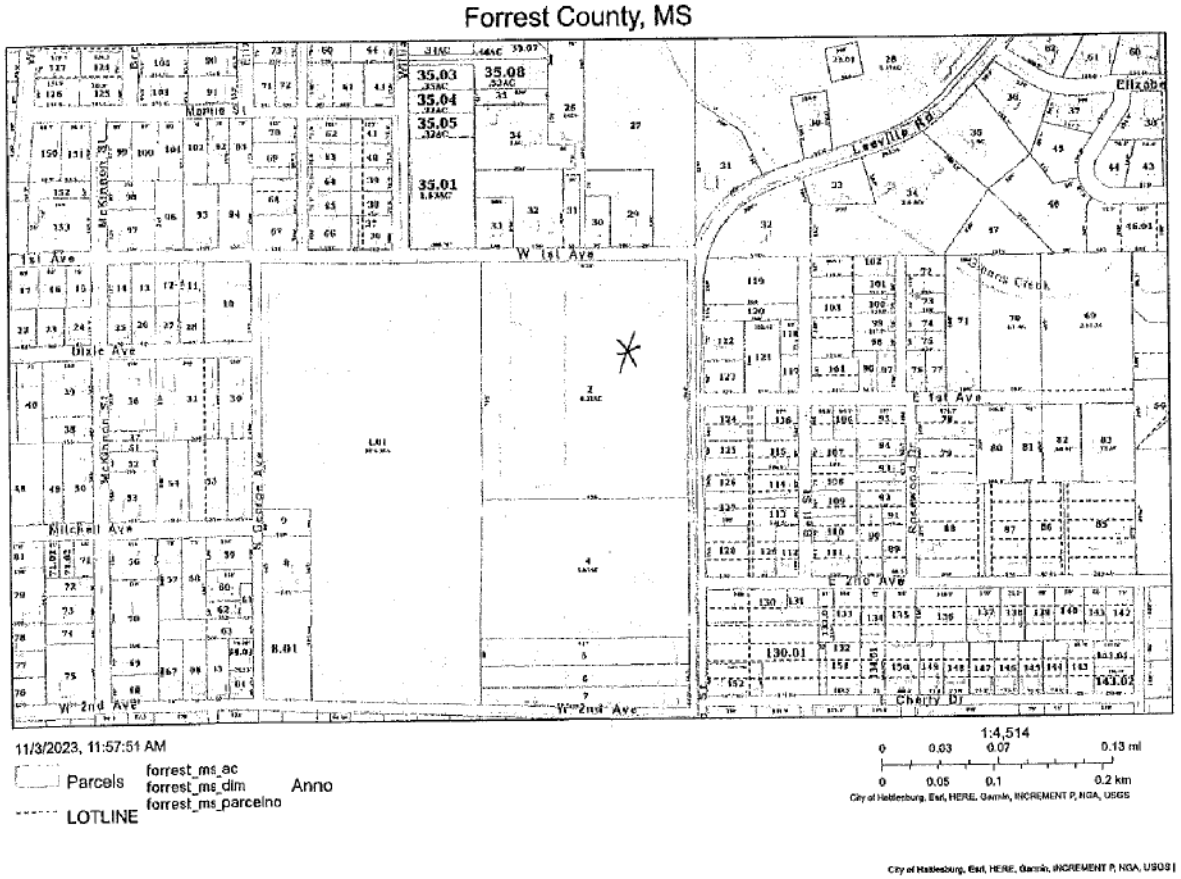
Grantee's Address:
BellSouth Telecommunications, Inc.
914 White St. Extended
Cleveland, MS 38732
(662) 843-9253

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
North Mississippi	257C	Petal 601/544	P4019343
Drawing	**Area Number**	**Plat Number**	**RWID**
	7005R	2228SW	MS035E609000
Approval		**Title**	
Mary Kay Williams		Project Manager/Right-of-Way	

BOOK 0932 PAGE 619


VICINITY MAP
W. FIRST AVE.
582'
30X30
648'
N. MAIN STREET
W. SECOND AVE.
EXHIBIT "A"
PED 420
CHAIN LINK FENCE
R.O.W. LINE
BOOK 0935 PAGE 620
DB 920
PG 298
HUDSON'S CAPITAL ASSETS, LLC.
S01°19'03"W
642'
30.00' EAST
IP SET
P.O.B. IP SET
582.00'S & 25.00'W OF THE NE CORNER OF NE 1\4 OF SE 1\4 OF SECT. 35, T5N, R13W, FORREST COUNTY, MS.
14'
NORTH
30.00'
0.0207 ACRES
SOUTH
30.00'
30.00' WEST
IP SET
IP FOUND
25'
CENTERLINE MAIN STREET
PETAL INVESTMENT CORP.
DB 399
PG 221
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, RUN THENCE WEST FOR A DISTANCE OF 25.00 FEET TO THE WEST RIGHT-OF-WAY OF MAIN STREET; RUN THENCE SOUTH ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 582.00 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING; RUN THENCE SOUTH ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 30.00 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT-OF-WAY RUN WEST FOR A DISTANCE OF 30.00 FEET TO AN IRON PIN SET; RUN THENCE NORTH FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. THENCE EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
ALL LYING AND BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND CONTAINING 0.0207 ACRES.
THIS IS A CLASS "C" SURVEY.
DATE OF FIELD SURVEY 11/20/03.
ALL BEARINGS ARE REFERENCED TO TRUE NORTH AND ARE TAKEN FROM SOLAR OBSERVATIONS.
NOT VALID UNLESS AN ORIGINAL SEAL AND SIGNATURE APPEARS HEREON.
TITLE SEARCH NOT PERFORMED
LATITUDE 31°21'09" N
LONGITUDE 89°15'47" W
STATE PLANE COORDINATES MISSISSIPPI EAST(2301)
NORTHING 205421.96575
EASTING 259127.51754
PART OF THE NE 1\4 OF THE SE 1\4 OF SECT. 35, T5N, R13W, FORREST COUNTY, MISSISSIPPI.
30 0 30 60 90
Scale 1" = 30'
ROBERT S. WILLIAMS REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR P.E. 6042 L.S. 2341 STATE OF MISSISSIPPI
DATE: 12\04\03
ROBERT S. WILLIAMS PLS 2341
PROJECT
HUDSON'S CAPITAL ASSETS, LLC.
TO
BELLSOUTH TELECOMMUNICATIONS, INC.
WILLIAMS ENGINEERING INC., P. A.
170 COUNTY ROAD 1050
TUPELO, MISSISSIPPI 38804
662-842-1081



City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

EXHIBIT
B-8

Book 2018 Page 7989
Deed of Trust
09/19/2018 11:25:30 AM
George County, MS
Cammie Byrd, Chancery Clerk

WHEN RECORDED MAIL TO: HANCOCK WHITNEY BANK, LENDING SERVICES, (800) 522-6542, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36121, Tel. (800) 522-6542

SEND TAX NOTICES TO: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117, Tel. (800) 522-6542

This Deed of Trust prepared by: DEBORAH HARVEY, Loan Doc Specialist, HANCOCK WHITNEY BANK, 228 ST. CHARLES AVE., NEW ORLEANS, LA 70130, (800) 522-6542

INDEXING INSTRUCTIONS: A TRACT OF LAND LOCATED IN SECTION 5, TOWNSHIP 2 SOUTH, RANGE 6 WEST, GEORGE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: CCM CAPITAL ASSETS, LLC, 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403, Tel. (228) 868-4000

LENDER / BENEFICIARY: HANCOCK WHITNEY BANK, COM BNKG - MS COAST - CENTRAL DIV, ONE HANCOCK PLAZA, 2510 14TH STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

TRUSTEE: JOY LAMBERT PHILLIPS, ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501, Tel. (800) 522-6542

THIS DEED OF TRUST is dated August 14, 2018, among CCM CAPITAL ASSETS, LLC, whose address is 6892 U.S. HIGHWAY 49 N, HATTIESBURG, MS 39403 ("Grantor"); HANCOCK WHITNEY BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in GEORGE County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 12101 HIGHWAY 63 SOUTH, LUCEDALE, MS 39454.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and

use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or

Loan No: 33000468876 **DEED OF TRUST (Continued)**

transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the

Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election

require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the

obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default In Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to

declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor

also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of GEORGE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FINANCIAL STATEMENTS. Grantor agrees to provide to Lender upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on

behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust or Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or other applicable law.

ASSIGNMENT OF LEASES AND RENTS, AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional security for the prompt and punctual payment and satisfaction of the Indebtedness and all additional expenditures by Lender pursuant to this Mortgage or Deed of Trust, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in and to a) any and all present and future leases or subleases affecting the mortgaged Property and any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments therefrom, including without limitation Grantor's rights to enforce, receive or collect the same; and b) any and all incorporeal rights incidental or accessory to the mortgaged Property or its use, including, without limitation, any and all proceeds derived or to be derived from the sale, transfer, insurance loss, lease, claims from damages, or condemnation, expropriation or other taking of the mortgaged Property including, without limitation, Grantor's rights to enforce, receive or collect the same.

ADDITIONAL MEANING OF THE TERM "PERSONAL PROPERTY". When used in this Agreement, the meaning of the term "Personal Property" shall include, in addition to and without limiting the definition ascribed to the term "Personal Property" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, and chattel paper, but excluding IRA, pension, and other tax-deferred accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means HANCOCK WHITNEY BANK, and its successors and assigns.

Borrower. The word "Borrower" means CCM CAPITAL ASSETS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CCM CAPITAL ASSETS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their

quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2018, **in the original principal amount of $12,250,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2028. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOY LAMBERT PHILLIPS, whose address is ONE HANCOCK PLAZA, LEGAL DEPT. 6th FLOOR, 2510 - 14th STREET, GULFPORT, MS 39501 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CCM CAPITAL ASSETS, LLC

By: _____
RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Harrison)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of August, 20 18, within my jurisdiction, the within named **RICHARD W. PREUSCH, Manager of CCM CAPITAL ASSETS, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

Connie Lynn Harrier
NOTARY PUBLIC

My Commission Expires:
7/10/2020

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 102774 CONNIE LYNN HARRIER Commission Expires 07/10/2020 HARRISON COUNTY

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Deed of Trust
09/19/2018 11:25:30 AM

GEORGE COUNTY – 1201 HWY 63 SOUTH, LUCEDALE:

A tract of land located in Section 5, Township 2 South, Range 6 West, George County, Mississippi, to-wit:

Commence at the Northeast corner of the Northeast Quarter of the Northeast Quarter, Section 5, Township 2 South, Range 6 West; thence run west a distance of 103.51 feet to a point on the West right of way boundary of Mississippi State Highway No. 63; thence run South 01 degree 52 minutes East for a distance of 466.61 feet to a point; thence run South 01 degree 17 minutes East for a distance of 206.15 feet to the point of beginning of the herein described, tract of land to-wit:

Thence continue South 01 degree 17 minutes East for a distance of 280 feet to a point; thence run South 88 degrees 31 minutes 07 seconds West for a distance of 600 feet to a point; thence run North 01 degree 17 minutes West for a distance of 280 feet to a point; thence run north 88 degrees 31 minutes 07 seconds East for a distance of 600 feet to the point of beginning, containing 3.86 acres, more or less.

Together with an access easement appurtenant to the above described property, which easement is more particularly described as follows:

Commencing at the NE Corner of NE/4 of NE/4 of Sec. 5, Township 2 South, Range 6 West, George County, Mississippi; Thence run West 103.5 feet to a point on the West Right of Way boundary of Mississippi State Highway No. 63; Thence run South 01 degrees 52 minutes East 466.61 feet; Thence run South 01 degree, 17 minutes East a distance of 206.15 feet; Thence run South 88 degrees 31 minutes 07 seconds West 550 feet to the POINT OF BEGINNING: Thence run South 88 degrees 31 minutes 07 seconds West 350 feet to the East Right of Way boundary of Mississippi State Highway No. 26; Thence run North 31 degrees 25 minutes East along said right-of-way boundary a distance of 46.9 feet; thence run North 88 degrees 31 minutes 07 seconds East 339.15 feet; thence run South a distance of 40 feet back to the POINT OF BEGINNING.

CHANCERY COURT
GEORGE COUNTY, MISSISSIPPI

George County, MS
I certify this instrument was file
on 09/19/2018 11:25:30 AM
and recorded in the
Deed of Trust
Book 2018 Page 7989 - 8001
Cammie Byrd, Chancery Clerk

EXHIBIT C

From: James McCullough <jmccullough@brunini.com>
Sent: Wednesday, February 26, 2025 5:16 PM
To: Palacio, Rick <RPalacio@ashbygeddes.com>
Subject: HDC Holdings II, LLC Chapter 7

Rick,

My client had someone go to the warehouse property just to eyeball the condition and found it unsecured, vandalized and in overall terrible condition. Below is a description of certain problems identified, along with photos. It does not appear that the Debtor took any steps to secure the property before the case was converted. The Trustee needs to take steps to secure and preserve it.

As for my client's desire to purchase the warehouse, they remaining interested in purchasing it under the following terms.

1. We will remove the tax abatement requirement stated in a prior proposal;
2. Given the condition of the property and the likely cost of tenant inducements to accommodate an anticipated tenant, the offer price is reduced back to the original offer of $3.0 million;
3. The bid will have the status as a stalking horse with a right to acquire by matching a superior bid, and if not, a break-up fee equal to the lesser of $100,000 or 50% of the amount the winning bid exceeds this initial bid;
4. The sale will be pursuant to Section 363 free and clear of all liens, claims and encumbrances, with the buyer deemed a good faith purchaser under Section 363(m);
5. The offer is not contingent on 3d party financing and can close on a timeframe of 30 days from date of acceptance, after Court approval;
6. The offer is conditioned on the completion of a formal inspection satisfactory to the buyer to be performed after terms are agreed to between the parties.

Please let me know if the Trustee is agreeable with these terms.

Thanks

James

James A. McCullough, II
Member
E: jmccullough@brunini.com
P: 601-960-6898 F: 601-960-6902

The Pinnacle Building
190 East Capitol Street, Suite 100, Jackson, MS 39201
Post Office Drawer 119, Jackson, MS 39205
www.brunini.com

EXHIBIT
D-1

APPLICATION AND AGREEMENT FOR IRREVOCABLE STANDBY LETTER OF CREDIT

Hancock Bank | Whitney

☒ Hancock Bank ☐ Whitney Bank
(Hereinafter, the referred to as "Bank")

Please TYPE information in the fields below. We reserve the right to return illegible applications for clarification.

Date: February 18, 2016	The undersigned applicant hereby requests you to issue your Irrevocable Standby Letter of Credit (the "Credit") as set forth below. In issuing the Credit, Bank is expressly authorized to make such changes from the terms set forth below as it, in its sole discretion, may deem advisable.
Upon issuing this Letter of Credit, transmit the original Credit as follows: ☒ BY COURIER SERVICE DIRECTLY TO THE BENEFICIARY ☐ BY COURIER THROUGH BANK'S CORRESPONDENT BANK ☐ TELETRANSMIT THE CREDIT TO BANK'S CORRESPONDENT BANK REQUESTING THEY NOTIFY THE BENEFICIARY.	

Applicant's Full Name (include full address):	Advising Bank (include full name and address, if required):
Channel Control Merchants, LLC 6892 US Highway 49 North Hattiesburg, MS 39403	
Beneficiary's Full Name (include full street address): Zurich American Insurance Company Attn: Direct Collateral Unit 1400 American Lane, Tower 2 -11th Floor Schaumburg, IL 60196-1056	Amount & Currency: USD500,000.00 Expiration Date: March 31, 2017 Place of Expiry: New Orleans, LA

Partial Drawings are: ☒ Permitted ☐ Not Permitted

This Standby Letter of Credit is: ☐ Transferable ☒ Not Transferable

(x) EVERGREEN. Expiry date to be automatically extendable "evergreen" every 365 days (i.e. 365 days) with Applicant to provide Bank no less than 30 days prior written notification for non-extension (i.e. 90 days), with a final expiry date of _____.

Credit is to be available for payment against Beneficiary's draft(s) at sight drawn on Bank or its correspondent at Bank's option, and must be accompanied by the following documents:

☐ A statement, issued on the letterhead of the Beneficiary, purportedly signed by an authorized individual, stating that (please state below wording to appear on the statement):

☒ Issue substantially in form of attached specimen. (Specimen should also be signed by applicant. Applicant will be bound by such specimen even if unsigned).

☐ Clean credit: available by sight draft only; no certification of default or beneficiary's entitlement to draw on the letter of credit required.

Complete only when the Beneficiary (Foreign Bank, or other Financial Institution) is to issue its undertaking based on this Credit.

Request Beneficiary to issue and deliver their guarantee _____ in favor of _____ for an amount not exceeding the amount specified above, effective immediately relative to (specify contract number or other pertinent reference) _____ to expire on _____. (This date must be at least 30 days prior to expiry date indicated above). It is understood that if the Credit is issued in favor of any bank or other financial or commercial entity which has issued or is to issue an undertaking on behalf of the Applicant of the Credit in connection with the Credit, the Applicant hereby agrees to remain liable under this Application and Agreement in respect of the Credit (even after its stated expiry date) until Bank is released by such bank or entity.

Initials

WHITNEY BANK
ALL DOCUMENTS CHECKED
FOR FFIEC MANUAL TRADE
FINANCE RED FLAGS
SIGN: _____ DATE: 2/22/16
gmoss

By signing below each Applicant affirms that it has fully read and agrees to this Application and the attached Irrevocable Standby Letter of Credit Agreement Terms and Conditions. In consideration of Bank's issuance of the Credit, the Applicant agrees to be bound by the Agreement set forth in this Application and in the following pages delivered to Bank. If a bank, trust company, or other financial institution signs as Applicant or joint and several co-Applicant for its customer, or if two Applicants jointly and severally apply, both parties must sign below. Documents may be forwarded to Bank by the Beneficiary, or the negotiating bank, in one mail. Bank may forward documents to Applicant if specified above, in one mail.

This Credit is issued subject to:

☐ International Standby Practices, ISP98 as published by the Institute of International Banking Law & Practice, bearing International Chamber of Commerce (ICC) Publication No. 590 and applicable local law.

☒ The Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, Publication Number 600 or any subsequent version currently in effect and in use by Bank ("UCP"), at Bank's discretion.

PLEASE DATE AND OFFICIALLY SIGN THIS APPLICATION.

APPLICANT WARRANTS THAT NO TRANSACTION OR SHIPMENT INVOLVED IN THIS APPLICATION IS IN VIOLATION OF THE U.S. TREASURY DEPARTMENTS FOREIGN ASSETS CONTROL REGULATIONS OR ANY APPLICABLE LAW.

Patriot Act Notice: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include letter of credit accounts.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Channel Control Merchants, LLC TYPE Applicant's Business Name	TYPE Co-Applicant's Business Name
By: [signature] CEO Authorized Signature Title	By: _____ Authorized Signature Title
By: _____ Authorized Signature Title	By: _____ Authorized Signature Title
Risk.process@cmadllc.com Email Address	_____ Email Address
REDACTED Phone Number	_____ Phone Number

BANK USE ONLY

NOTE: Application will NOT be processed if this section is not complete

Approved (Account Officer's Name, Signature and Title)		Date: February 18, 2016
Officer #: C51 James Kaigler	RC #: 1101	Telephone #: 228-563-5683
Type of Letter of Credit: ☒ Financial ☐ Performance		Is Credit for Consumer Purpose ☐ Yes ☒ No
Applicant Information and Fees: The Applicant agrees to pay Bank the following fees: ☒ Documentation Fee $300.00 ☒ Annual commission rate. 1.75 % ☐ Commission: $ _____ (subject to change) ☐ Prepaid check attached ☒ Other: Courier $15.00		☐ Debit account, account no. _____ ☐ Fees as set forth in written agreement dated _____

RISK PARTICIPATION AGREEMENT. The undersigned hereby requests issuance of the Standby Credit by Bank and accepts a risk participation of U.S. $_____ in the Standby Letter of Credit as of the issuance date. The undersigned further agrees to all terms and conditions of this Application and Agreement for Standby Letter of Credit as a co-Applicant.

_____ Date: _____
Risk Participation Bank Name

By: _____

IRREVOCABLE STANDBY LETTER OF CREDIT AGREEMENT TERMS AND CONDITIONS

In consideration of Bank, in its sole discretion, issuing from time to time letters of credit (and all amendments thereto) substantially in accordance with an Application, the Applicant hereby agrees to the terms and conditions set forth below:

1. **Definitions.** As used herein: (A) "**Agreement**" means each Application, the terms and conditions set forth in this Agreement, and the Credits, as each may be modified or amended; (B) "**Applicant**" means, singularly or collectively, and if more than one, jointly and severally, each person or entity who has executed or joined in the Agreement as Applicant or Co-Applicant as set forth below or pursuant to an Application, and the heirs, executors, administrators, successors and assigns thereof; (C) "**Application**" means a written and signed application with sufficient information delivered to Bank to enable it to prepare and issue or amend a Credit for Applicant's account, as any such application may be amended or modified from time to time in accordance herewith, or if Applicant uses and Bank accepts electronic communication facilities to apply for or instruct Bank as to the contents of a Credit, information sufficient to enable Bank to prepare and issue or amend a Credit for Applicant's account transmitted by electronic message (which may, but need not, be computer generated), including a facsimile directed by Applicant to Bank using such identification codes, passwords, and other security procedures as Bank and Applicant may agree are commercially reasonable from time to time; or; (D) "**Bank**" means Whitney Bank, a Mississippi state chartered bank, doing business through its locations in Texas and Louisiana as Whitney Bank, and doing business through its locations in Mississippi, Alabama and Florida as Hancock Bank; (E) "**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks are authorized or required to close at the place where Bank is obligated to honor a presentation or otherwise act under the Credit or this Agreement; (F) "**Credit**" means any one or more standby credits, as the same may be amended or modified with the consent of the Applicant, issued by Bank, at its option, upon application by Applicant from time to time; (G) "**Collateral**" means all property of Applicant of every nature and kind whatsoever, owned by the Applicant or in which the Applicant has an interest, that is now or hereafter on deposit with, in the possession of, under the control of or held by Bank in definitive form, book entry form or in safekeeping or custodian accounts, including all deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, documents, documents of title and chattel paper or any other property of Applicant or any third party in which a security interest has been granted in favor of Bank for the purpose of securing Applicant's obligations under this Agreement ; (H) "**Draft**" means any draft (sight or time), receipt, acceptance, cable, SWIFT or other written demand for payment; (I) "**Event of Default**" means (i) the nonperformance of any of the Obligations; (ii) the nonpayment at maturity of any of the Obligations; (iii) the death, suspension, failure or insolvency of the Applicant; (iv) the commencement of proceedings for the dissolution of the Applicant, any application for the appointment of a liquidator or liquidators for the Applicant or any application for the Applicant's adjudication in bankruptcy or for the reorganization of the Applicant under the bankruptcy laws; (v) the application by or against the Applicant for a respite, assignment or receivership; (vi) the seizure or sale of all or any part of the Collateral; or (vii) the commencement of proceedings which Bank might deem similar,; (J) "**ISP 98**" means the International Standby Practices, International Chamber of Commerce ("ICC") Publication No. 590, or any subsequent revisions or restatement thereof which may be adopted by the ICC and in use by Bank; (K) "**Jurisdiction**" means the state of Mississippi where Bank's principal office is located; (L) "**Obligations**" means all obligations and liabilities of the Applicant to Bank; direct or contingent, due or to become due, now existing or hereafter arising, including all future advances, with interest, attorneys' fees, expenses of collection and costs, including, without limitation, obligations to Bank on promissory notes, checks, overdrafts, this Agreement, the Credit, any drafts or acceptances, other letter of credit agreements, endorsements and continuing guaranties and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value; (M) "**Prime Rate**" as used in this Agreement shall mean the highest rate of interest published from time to time by the Wall St. Journal as its prime rate (the "Index") with the rate of interest to change when and as said prime lending rate changes. If the Index becomes unavailable during the term of this Agreement, Bank may designate a substitute index after notifying Applicant; (N) "**Property**," means all property shipped under, pursuant to or in connection with the Credit, including, without limitation, goods, consumer goods, equipment, inventory, and farm products; (O) "**Uniform Commercial Code**" as used in this Agreement, means the applicable Uniform Commercial Code, as in effect from time to time, in any state in which property of the Applicant may be found, as amended from time to time; and (P) "**UCP**" means the Uniform Customs and Practice for Documentary Credits, ICC Publication Number 600, or any subsequent revision or restatement thereof adopted by the ICC and in use by Bank. The words "party (or parties) hereto," as used in this Agreement, include any individual, any firm, corporation, partnership or other entity and any association of individuals or entities, who sign this document or become obligated hereunder by reason of any other document.

2. **Promise to Pay: (A) US Currency.** Applicant shall pay Bank on demand in immediately available funds in United States currency (i) the amount of each Draft drawn or purporting to be drawn under the Credit (whether drawn before, on or after the expiry date stated in the Credit); provided that if the Credit provides for acceptance of a time draft or incurrence of a deferred payment obligation, reimbursement shall be due sufficiently in advance of its maturity to enable Bank to arrange for its cover in same day funds to reach the place where it is payable not later than the date of its maturity;. (ii) any amount by which Bank's cost of payment under the Credit exceeds the amount paid by Applicant; (iii) interest on all amounts not paid when due at the lesser of (i) the maximum rate permissible under applicable law, or (ii) at the Prime Rate plus 4% per annum. All interest shall be computed on the basis of the actual number of days elapsed over a year composed of 360 days. **(B) Foreign Currency.** If the Draft is payable in other than U.S. currency, Applicant will pay Bank the amount in U.S. currency at Bank's current selling rate of exchange for delivery to the place of payment in the currency and amount in which such Draft was drawn. If there is no current selling rate of exchange generally offered by Bank for effecting such payment, Applicant will pay Bank on demand an amount which Bank deems necessary to pay or provide for the payment of the Obligations, and Applicant shall remain liable for any deficiency which may result if such amount in U.S. currency proves to be insufficient to effect full payment or reimbursement to Bank at the time when such rate of exchange shall again be current. **(C) Attorney's Fees, Costs, Expenses and Commissions.** Applicant will pay Bank (i) fees and commissions in respect of the Credit at such rates and times as Applicant and Bank may agree in writing or, in the absence of such an agreement, in accordance with Bank's standard fees then in effect (including, if applicable, application fees, issuance fees, maintenance fees, amendment fees, drawing fees, discrepancy fees, acceptance or deferred payment obligations fees, transfer fees and assignment of letter of credit proceeds fees); and (ii) on demand, all costs and expenses that Bank incurs in connection with the Credit or this Agreement, including (a) reasonable attorneys' fees and disbursements and other dispute resolution expenses to protect or enforce Bank's rights or remedies under or in connection with the Credit, this Agreement or any separate security agreement, guaranty or other agreement or undertaking supporting this Agreement or to respond to any notice of forgery, fraud, abuse or illegality in connection with this Agreement, the Credit, any presentation under the Credit or any transaction underlying the Credit (including an active defense by Bank in any action in which an injunction is sought or obtained against presentation or honor), (b) costs and expenses in connection with any requested amendment to or waiver under the Credit or this Agreement, (c) costs and expenses in complying with any governmental exchange, currency control or other laws, rules or regulations of any country now or hereafter applicable to the purchase or sale of, or dealings in, foreign currency, (d) any stamp taxes, recording taxes, or similar taxes or fees payable in

connection with the Credit or this Agreement, and (e) any adviser, confirmer, or other nominated person fees and expenses that are chargeable to Applicant or Bank. References in this Agreement to attorneys' fees and disbursements shall include any reasonably allocated costs of internal counsel. (D) **Increased Costs and Taxes.** Applicant shall pay Bank on demand increased costs or Bank's reduction in yield from any new or changed reserve, capital, special deposit, tax, insurance or other requirement or guideline affecting Bank's or its parent's contingent or absolute rights or obligations under or in connection with this Agreement or any Credit provided Bank acts reasonably to avoid or minimize the increased costs or reduction in the yield and computes the same on a reasonable basis. Applicant agrees that all payments hereunder shall be made without withholding, deduction or set-off and shall be made free and clear of taxes other than federal and state income and franchise taxes imposed on Bank. (E) **Refinanced Drafts.** Applicant shall pay to Bank on demand, but in any event, not later than one business day prior to its maturity the amount of any draft, PAYABLE IN UNITED STATES CURRENCY, drawn on Bank by Applicant to refinance any obligation set forth in paragraph 2 hereof, if Bank at its option, accepts such draft. (F) **Extension of Time for Payment.** If the time for payment of any obligation, indebtedness or liability of the Applicant to Bank shall be extended by any law relating to obligations payable on non-Business Days, such extended time shall be included in the computation of interest or discount. Applicant agrees that the amount of all fees, expenses, charges, or costs shall be added to and considered a part of the unpaid balance due to Bank under this Agreement and shall be fully secured by all Collateral granted to secure the obligations of Applicant to Bank.

3. **Duty to Examine Documents:** Applicant is ultimately responsible for approving the final text of the Credit as issued by Bank, including responsibility for any terms and conditions that are ineffective, ambiguous, inconsistent, or difficult to satisfy and this responsibility is not altered by Bank's recommendation, use of, or refusal to use any text. Applicant shall examine immediately upon receipt (a) any copies of the Credit and any amendments thereto that Bank sends to the Applicant and (b) all instruments and documents that Bank may deliver to the Applicant from time to time and agrees to notify Bank within twenty-four (24) hours of the time Applicant receives or should have received any such Credits, amendments, instruments or documents of any irregularity or claim of non-compliance with the Applicant's instructions. The Applicant hereby waives any irregularity or claim of non-compliance unless Bank is notified of the irregularity or claim within twenty-four (24) hours after the time Applicant received or should have received the Credit, amendment, instrument, or document.

4. **Governing Law; UCP, ISP 98.** The UCP or ISP 98 as applicable to each Credit governs this Agreement and is incorporated herein. Subject to the other provisions of the Agreement, the Agreement shall be governed by and construed in accordance with the substantive laws of the, without regard to conflicts of law principles, except to the extent that such law is inconsistent with the UCP or ISP 98, as applicable. In the event any provision of the UCP or ISP 98, as applicable, is or is construed to vary from or be in conflict with any provision of any applicable law of the Jurisdiction or the federal law of the United States, to the extent permitted by law, the UCP or the ISP 98, as applicable, shall govern or be read to explain the applicable law. Unless Applicant specifies otherwise in its application for the Credit, Applicant agrees that Bank may issue the Credit subject to the UCP or ISP 98 or, at Bank's option, such later revision of either as is in effect at the time of issuance of the Credit. Bank's privileges, rights and remedies under the UCP, ISP 98 or such later revision shall be in addition to, and not in limitation of, its privileges, rights, and remedies expressly provided for herein. The UCP and ISP 98 shall serve, in the absence of proof to the contrary, as evidence of standard practice with respect to the subject matter thereof.

5. **Presentation without Documents; Modification of Credit.** (A) If, at the request of the Applicant, the Credit provides that it will be available by presentation to Bank; or to any of Bank's correspondents, of the documents described in the Credit, unaccompanied by drafts, all references herein to drafts, documents relative to drafts and the presentation, acceptance for payment or payment of drafts shall refer to documents presented for payment without drafts, the presentation and acceptance thereof and the payment upon such presentation, and the obligations of the Applicant and Bank's rights, privileges and remedies hereunder shall be the same as though payments had been made upon presentation of drafts drawn under the Credit accompanied by the documents. (B) In the event, at the written request of the Applicant, (i) of any extension of the maturity or the time for payment or presentation of any draft or document or (ii) of any other modification of the terms of any Credit or (iii) of any increase in the amount of any Credit, this Agreement shall be binding upon the Applicant with regard (a) to the Credit, as so increased or otherwise modified, (b) to payments, drafts, acceptances, documents and property covered thereby, and (c) to any action taken by Bank or any of Bank's correspondents in accordance with such extension, increase or other modification.

6. **Automatic Renewal.** If any Credit provides for automatic renewal without amendment, Applicant agrees that it will notify Bank in writing (with such advance notice as indicated on the face of the Application for such Credit) prior to the last day specified in such Credit by which Bank must provide notice as to whether or not it wishes such Credit to be renewed. Any decision to renew or not renew such Credit shall be in Bank's sole discretion. Applicant hereby acknowledges that in the event Bank notifies the beneficiary of such Credit that it has elected not to renew such Credit, such Credit may be drawn on if permitted by the terms of such Credit and further acknowledges and agrees that Applicant shall have no claim or cause of action against Bank or defense against payment under the Agreement for Bank's renewal or non-renewal of such Credit in the exercise of Bank's discretion as set forth above.

7. **Co-Applicants; Effect of Waivers.** (A) Each Applicant, if more than one, shall be liable hereunder jointly, severally, and solidarily, and each Applicant waives all pleas of division and discussion and agrees that the payment of any amount due hereunder at any time may be extended from time to time, one or more times, without notice at Bank's option. (B) If Applicant is a financial institution (the "Financial Institution") and is requesting the issuance of a Credit for its customer (the "Customer"), the Financial Institution hereby irrevocably appoints Bank as its agent and attorney-in-fact to issue such Credit in accordance with, and subject to, this Agreement. The Financial Institution shall pay to Bank all amounts owed by the Customer under this Agreement when due, whether or not the Financial Institution has received payment from the Customer and shall pay to Bank its fees and expenses according to its Fee Schedule from time to time in effect. The Financial Institution hereby grants to Bank a security interest in all of the property in which the Customer has heretofore granted or may hereafter grant to the Financial Institution a security interest to secure the Obligations of the Customer under this Agreement. (C) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by Bank shall impair Bank's rights or powers hereunder. Bank shall not be deemed to have waived any of its rights hereunder, unless Bank or its authorized agent shall have signed such waiver in writing.

8. **Assumption of Risk and Limitation of Liability.** Any person acting on behalf of Applicant with respect to the Credit shall be deemed to be the agent of the Applicant, and the Applicant assumes all risks of any acts or omissions of any such user. Should the beneficiary under the Credit, upon receipt of advice by cable or otherwise of the issuance of the Credit, negotiate any drafts by virtue of such advice prior to actual receipt of the Credit, such negotiation shall be considered a proper one and shall be included under the terms and subject to all conditions hereof, and in addition thereto, the Applicant assumes all the risk of the misuse of the Credit. Bank, Bank's correspondents and affiliates shall not be liable or responsible in any respect for, nor shall the obligation of the Applicant to reimburse or pay Bank pursuant to this Agreement be affected or impaired by, (a) the validity, accuracy, sufficiency, genuineness or effect of any document, draft, signature, or endorsement thereon, even if such document, draft, signature, or endorsement should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (b) any breach of any underlying transaction, including, without limitation,

any breach of contract between any shipper or vendor and the Applicant, (e) failure of any draft to bear any reference or adequate reference to the Credit; (d) failure of any document to accompany any draft at negotiation, (e) any and all consequences arising out of, but not limited to delay, loss in transit, mutilation or other errors arising in the transmission of any messages, letters or documents, when such messages, letters or documents are transmitted or sent according to the requirements stated in the Credit, or if Bank took the initiative in the choice of delivery service in the absence of proper instructions in the credit, (f) failure of any person to note the amount of any draft on the reverse of the Credit, to surrender or take up the Credit or to send forward any document apart from any draft, as required by the terms of the Credit, (g) any error, omission, interruption, loss or delay in transmission, dispatch or delivery of any one or more messages, advises or other documents in connection with the Credit whether transmitted by mail, cable, telegraph, teletransmission, electronic or wireless, transmission or otherwise, and despite any cipher or code which may be employed, or (h) any error, neglect or default of any of Bank's correspondents, (i) any action or omission of others even if the other person is chosen by Bank, (j) any action, inaction or omission, which may be taken or suffered by it or them in good faith or through inadvertence in identifying or failing to identify any beneficiary(ies) or otherwise in connection with the Credit, (k) any deviation from instructions, breach, failure, delay, default, fraud, error or omission by any person or entity in connection with any transaction in which the Credit may be used, or any non-documentary requirements, in the event the Credit is considered to impose on you any non-documentary requirements, and (l) observance of law or practice other than that chosen in the Credit or applicable at the place of issuance. None of the above shall affect, impair or prevent the vesting of any of Bank's rights or powers hereunder. If Applicant includes any language describing events or conditions in any Application that would not be possible for Bank to verify from the documents required to be presented under the Credit relating to such Application, Applicant acknowledges and agrees that Bank has no obligation to verify compliance with such requirements. Any condition in the Credit or any related draft or document shall be binding on the Applicant and shall not impose on Bank or any of Bank's correspondents any liability. Neither Bank nor any of its correspondents and their respective officers, directors, and agents shall be liable in contract, tort, or otherwise, for any punitive, exemplary, consequential, indirect or special damages.

9. **Indemnification.** The Applicant agrees to indemnify and hold Bank and any of Bank's correspondents, or affiliates and their respective officers, directors, and agents harmless from and against any and all losses, liabilities, claims, and obligations, howsoever arising, from or in connection with the Credit, including, without limitation, losses, liabilities, claims, and obligations arising out of (i) the imposition of law or practice other than that chosen in the Credit or applicable at the place of issuance; (ii) the fraud, forgery or illegal action of others, (iii) any other loss or damage arising out of Bank's issuance of, or any other action taken by Bank in connection with any Credit other than loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (iv) all costs and expenses (including reasonable attorney's fees and legal expenses) of all claims or legal proceedings arising out of Bank's issuance of any Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of Bank's rights hereunder, including without limitation legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank from paying any amount under any Credit. Without limiting any other provision of the Agreement, Bank, and as applicable, its correspondents may select any branch or affiliate of Bank or any other bank to act as advising, transferring, confirming and/or nominated bank under the law and practice of the place where it is located.

10. **Security.** The provisions of this paragraph 10 shall only supplement, not supersede, provisions of any other security agreement in favor of Bank which are inconsistent herewith and failure to specifically describe any Collateral below shall in no way affect the validity or enforceability of any other security agreement executed in favor of Bank with regard to any Collateral Bank has been granted a security interest to secure Applicant's Obligations. In order to secure payment of all Obligations and to secure the observance and performance of all of the Obligations, covenants, agreements, stipulations, representations and warranties contained in this Agreement, the Applicant hereby pledges, pawns and delivers to Bank and grants to Bank's favor a continuing security interest in, and a right of set-off and compensation against (a) all Collateral; (b) all Property; (c) any payment made or draft drawn thereunder; (d) all shipping documents, warehouse receipts and other documents of title related to the Property; (e) policies or certificates of insurance related to the Property; (f) other documents accompanying or related to any payment made or draft drawn under the Credit; (g) any Property that may be substituted for any of the foregoing or added thereto and; (h) all proceeds, increases and profits of any and all of the foregoing Property, including, without limitation, all instruments, documents, chattel paper, cash, interest, dividends, corporate distributions and fruits. Upon the delivery to the Applicant of any Property shipped under, pursuant to or in connection with the Credit or any documents of title related thereto, the Applicant will execute and deliver to Bank a trust receipt covering the same, in such form as may be required by Bank, and all or any of such Property and documents, and the proceeds thereof, coming into Bank's possession or the possession of any of Bank's correspondents, may be held and disposed of by Bank, as hereinafter provided, and the receipt by Bank or any of Bank's correspondents at any time of other security of whatsoever nature, including cash, shall not be deemed a waiver of any of Bank's rights or powers herein recognized. When used in this paragraph 10, the terms "deposit accounts," "instruments," "documents," "chattel paper," "consumer goods," "goods," "inventory," "farm products," "equipment," and "proceeds" shall have the meaning provided in the Uniform Commercial Code. Notwithstanding anything to the contrary, IRA, pension and other tax-deferred accounts or Texas homestead property securing other debt with Bank shall not be subject to the security interest granted herein.

11. **Additional Security.** Applicant shall by separate instrument grant Bank a security interest in such other collateral as Bank may require as a condition to the issuance of the Credit contemplated by this Agreement. In addition, whenever Bank deems the margin of collateral in Bank's hands insufficient to protect Bank, the applicant immediately upon demand will grant to Bank a security interest in, and deliver to Bank, additional collateral. If the market value of any property in which Bank has been granted a security interest to secure the Obligations and any property added to or substituted for such property (all such property and all additional or substituted property being hereinafter referred to as the "Collateral") declines in value, the Applicant will grant to Bank a security interest in, and deliver to Bank without demand, additional property satisfactory to Bank so that the Collateral, at all times, will fully protect Bank. The right is expressly granted to Bank at Bank's discretion, to file one or more financing statements under the Uniform Commercial Code naming Applicant as debtors and Bank as secured party and covering all or any part of the Collateral. Without Bank's prior written consent Applicant will not create, grant or permit to exist any security interest in the Collateral other than in favor of Bank.

12. **Default.** The Applicant agrees that upon the occurrence of any Event of Default, the amount of all outstanding acceptances executed by Bank for the account of the Applicant, as well as the amount of all other Obligations, shall, at Bank's option, upon demand made by Bank to the Applicant be immediately due and payable, anything herein or therein contained to the contrary notwithstanding and, to the extent permitted by law, notwithstanding any delay, extension or grace allowed to the Applicant by any law or court. Applicant agrees that upon the occurrence of an Event of Default, Applicant will pay to Bank, immediately on demand, funds in an amount equal to the face amount of the Credit issued hereunder, which funds may be applied by Bank to the Obligations as Bank sees fit. To the extent permitted by applicable law, Bank shall have the right to (a) transfer the Collateral into its name or into a custodian or depository account in its names or under its control; (b) take possession of all or any part of the Collateral and for that purpose to enter upon Applicant's premises where any of the Collateral is located to remove same, and use in connection with such removal, all services, supplies, equipment and facilities of Applicant, all without liability or compensation to Applicant, and at Bank's request, Applicant agrees to assemble the Collateral and make it available at any place designated by Bank; and (c) lease, sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale or upon any broker's board or

exchange, for cash, on credit or for future delivery, without recourse to judicial proceedings and without demand, appraisement or advertisement, all of which are hereby expressly waived by the Applicant to the fullest extent permitted by law, and at such price and upon such terms and conditions as Bank deems appropriate. At any such sale, Bank or any other buyer may purchase all or any part of the Collateral, free of any right of redemption or other claim or right on Applicant's part, all of which are hereby expressly waived and released. Any demands, tenders, call or notice to Applicant shall be deemed fully made or given as of the time left at Applicant's last known address, or mailed, telegraphed, telephoned or otherwise sent to such address. Proceeds of all sale of Collateral shall be applied, without any marshaling of assets, in such manner or order as Bank may deem proper, to any one or more of Applicant's obligations, whether or not due, and Bank may retain any amounts necessary, in Bank's sole judgment to meet any contingent obligations. Bank shall not be liable for failure to collect or demand payment of, or for failure to protest or give notice of protest or nonpayment of any obligation or relating to any part of the Collateral or for any delay. Bank shall not be under any obligation to take any action with respect to the Collateral. In addition to the foregoing, upon the occurrence of an event of Default, Bank shall have all of the rights and remedies provided for herein and at law and including, but not limited to those available under the applicable Uniform Commercial Code, as in effect in the state where Bank is headquartered.

13. **Bankruptcy and Forfeiture Reinstatement.** If any consideration transferred to Bank in payment of, or as collateral for, or in satisfaction of the Obligations, shall be voided in whole or in part as a result of (A) a subsequent bankruptcy or insolvency proceeding, (B) any forfeiture or in rem seizure action or remedy; (C) any fraudulent transfer or preference action or remedy; or (D) any other criminal or equitable proceeding or remedy, then Bank may at its option recover the Obligations or the consideration so voided from Applicant. In such event, Bank's claim to recover the voided consideration shall be a new and independent claim arising under the Agreement, and shall be jointly and severally due and payable immediately by Applicant.

14. **Rights With Respect to Property Granted as Security.** (a) Any property in which Bank is granted a security interest hereunder may, to the extent permitted by applicable law, be exchanged or surrendered from time to time without notice to, or assent from, the Applicant and without in any manner releasing or altering the obligations of the Applicant to Bank. To the extent permitted by applicable law, Bank may in Bank's absolute discretion and for Bank's own benefit transfer to any individual, to any firm, partnership, corporation, or other entity or to any association of individuals or entities any or all of the Collateral, either by itself or mingled with the property of others in bulk or otherwise for any sum not in excess of the amount due Bank from the Applicant at the date of such transfer. (b) The Applicant irrevocably authorizes and empowers Bank, to the extent permitted by applicable law, at any time Bank may think necessary or advisable to do so for the protection of Bank's interests, to collect and liquidate the Collateral by such action or proceeding as Bank may deem appropriate and apply to the Applicant's indebtedness to Bank, or hold as security, the principal of any Collateral liquidated or collected and any interest, dividends or other income accruing or payable thereon or therefrom, and to transfer into Bank's own name, or any other name which Bank may see fit, any warehouse receipts, bills-of-lading or other documents or securities that Bank may hold as Collateral. This shall be an irrevocable power of attorney to Bank to effect such transfers, collections and appropriations at any time that Bank may see fit. (c) Whenever in Bank's opinion such action may be necessary or advisable for the protection of Bank's interest, Bank may, to the extent permitted by applicable law, appropriate and apply to the payment and extinguishment of any of the Obligations any or all of the Collateral, including any moneys or other property in transit to or from Bank for any purpose. Bank is hereby authorized to impute such payments as Bank sees fit.

15. **Hedging Commodities.** Whenever in Bank's opinion such action may be necessary or advisable for the protection of Bank's interest, Bank is authorized and empowered to hedge any commodity or commodities represented by any instrument of title held by Bank as collateral by selling future contracts on any exchange and to close out, rehedge and renew and again close out such future contracts, from time to time, as Bank may deem advisable. Should any loss be sustained in any hedging contract made by Bank pursuant to the rights herein extended to Bank, such loss shall be borne by the Applicant, and any amounts advanced by Bank on account of any such loss shall be repaid to Bank by the Applicant upon demand with interest at the rate of 8% per annum and shall be secured by all the Collateral. Bank shall have no obligation to hedge any such commodity or to make any sale, and Bank shall not be in any manner liable for any loss, damage or injury which may arise from not hedging or selling the same.

16. **Transfer of Collateral.** Bank may transfer any acceptance and may deliver any or all of the Collateral then held by Bank to any transferee or transferees, who shall thereupon become vested with all the powers and rights herein given to Bank in respect thereto, and Bank shall thereafter be fully and forever relieved and fully discharged from any liability or responsibility in the matter.

17. **Imputation of Proceeds of Collateral.** In case of any sale or other disposition of any of the Collateral, after deducting all costs, attorneys' fees and expenses of every kind (including the expenses resulting from any action which Bank may find it advisable to take for the protection of Bank's interests), Bank may apply the residue of the proceeds of the sale or sales in accordance with applicable law to the payment of any or all of the Obligations, Bank being authorized to make such imputation of payment as Bank sees fit without notice to Applicant. Bank shall make proper rebate for the interest on the Obligations not then due and shall return the overplus, if any, to the Applicant. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all Obligations, the Applicant, together with all other parties obligated to Bank on the Obligations, shall remain fully liable to Bank for any deficiency.

18. **Representations and Warranties of Applicant.** The Applicant represents, warrants and covenants to Bank that (a) if a partnership, corporation, limited liability company or limited liability partnership, it is duly organized, validly existing and in good standing; (b) it has the power to execute, and deliver and perform this Agreement; (c) the execution, delivery and performance of this Agreement has been duly authorized by all requisite action; (d) the execution, delivery and performance of this agreement will not violate any provision of law, or of any court or other agency of government, the articles of incorporation, articles of organization, or the partnership agreement of the Applicant, or any indenture, agreement or other instrument to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property of the Applicant (other than in Bank's favor) or the acceleration of any of the Obligations; (e) the Applicant has heretofore furnished to Bank accurate and complete financial data and other information based on its operations in previous years, and such data completely and fairly presents the financial position and the results of operations for the period indicated therein; (f) there has been no material adverse change in the condition, financial or otherwise, of the Applicant since the date of the most recent financial statement; and (g) the Applicant shall furnish to Bank upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Bank, including, as applicable, balance sheets and profit and loss statements, together with supporting documentation and other information regarding the operations, assets, business and financial condition of the Applicant as Bank shall from time to time request; all financial statements provided to Bank shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Applicant is the majority owner and (ii) any entities in which Applicant is not the majority owner, but for which Applicant is directly or contingently liable on debts or obligations of any kind incurred by those entities. The Applicant further

warrants (a) that the importation of the property described in the Credit does not contravene any law or regulation of the government of the United States of America or any other applicable law or regulation and (b) that there is not and has not been any interest of any individual, any firm, corporation, partnership or other entity, any association of individuals or entities or any government in the property described in the Credit, the existence of which requires any license or permit of the government of the United States of America, or any of its agencies, for the importation of such property or for the making of payment therefor. The Applicant shall (a) ensure that no person who owns a controlling interest in or otherwise controls Applicant or any subsidiary is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the Letters of Credit or the proceeds of the Letter of Credits to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause each subsidiary to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

19. **Binding on Successors and Assigns.** The obligations hereunder shall continue in force and be applicable to all transactions hereunder, notwithstanding any change in the composition of any firm, corporation, partnership, or other entity, any association, the parties hereto or the user of the Credit, whether such change shall arise from the addition of one or more new partners or from the death, withdrawal, termination or expulsion of one or more partners. No such changes shall prejudice Bank's rights under law against such entity or any heir, successor, or assignee of any entity or any shareholder, partner or member thereof.

20. **Agency.** If Applicant is a financial institution (the "Financial Institution") and is requesting the issuance of a Credit for its customer (the "Customer"), the Financial Institution hereby irrevocably appoints Bank as its agent and attorney-in-fact to issue such Credit in accordance with, and subject to, this Agreement. The Financial Institution shall pay to Bank all amounts owed by the Customer under this Agreement when due, whether or not the Financial Institution has received payment from the Customer and shall pay to Bank its fees and expenses according to its Fee Schedule from time to time in effect. The Financial Institution hereby grants to Bank a security interest in all of the property in which the Customer has heretofore granted or may hereafter grant to the Financial Institution a security interest to secure the Obligations of the Customer under this Agreement.

21. **Miscellaneous.** (a) Except as may otherwise be expressly provided herein, any demand or notice to be made or given in connection with this Agreement shall be sufficiently made upon, or given to, the Applicant, if left at, or mailed to, the last address of the Applicant known to Bank, or if made or given in any other manner reasonably calculated to come to the attention of the Applicant, whether or not in fact received by the Applicant. (b) If, at the Applicant's special request, Bank issued the Credit in transferable form, it is understood and agreed that Bank shall have no duty to determine the proper identity of anyone appearing in the draft or documents as transferee, that Bank shall not be charged with responsibility or liability of any nature or character for the validity or correctness of any transfer or successive transfers, and that Bank's payment to any purported transferee or transferees as determined by Bank is hereby authorized and approved. Further, the Applicant agrees to hold Bank harmless and to indemnify Bank against any liability or claim in connection with, or arising out of, the foregoing. (b) If, at the Applicant's special request, Bank issued the Credit in transferable form, it is understood and agreed that Bank shall have no duty to determine the proper identity of anyone appearing in the draft or documents as transferee, that Bank shall not be charged with responsibility or liability of any nature or character for the validity or correctness of any transfer or successive transfers, and that Bank's payment to any purported transferee or transferees as determined by Bank is hereby authorized and approved. Further, the Applicant agrees to hold Bank harmless and to indemnify Bank against any liability or claim in connection with, or arising out of, the foregoing. (d) In the event of an implementation of, or a subsequent increase in, a reserve requirement on the Credit, the Applicant shall, at Bank's request, reimburse Bank on demand for lost earnings on such required reserves. For this purpose such lost earnings shall be deemed to accrue at 2% above the Prime Rate in effect from time to time or at such other rate as may be agreed upon. In lieu of such reimbursement Bank may require the Applicant to place a deposit with Bank in an amount equal to Bank's required reserves on the Credit and the reserve requirements on such deposit itself. Such deposit shall be non-interest bearing and shall be pledged to Bank as additional security for any of the Applicant's Obligations of whatever nature to Bank then or thereafter outstanding and shall be available to the Applicant upon cessation of the reserve requirement on the Credit or Bank's rights and obligations under such Credit, whichever occurs first. (e) If any provision or provisions of this Agreement are found to be void and unenforceable, the remaining provisions and any instruments or agreements delivered pursuant hereto shall, nevertheless, be binding, and this agreement and such instruments or agreements shall be enforceable as if the void or unenforceable provision hereof had not been included herein. (f) Notwithstanding the provision of any products or services under the trade name Hancock Bank, for contractual purposes this Agreement is entered into by and between Applicant and Whitney Bank.

22. **Communications. (A) Electronic Systems.** Bank may in its discretion permit Applicant to transmit and receive by means of facsimile, open internet communication, or other unencrypted electronic communications (hereinafter collectively the "electronic systems") Applications and other documents to or from Bank. To induce Bank to accept communication via electronic systems, Applicant shall: (i) ensure that its officers, agents and employees, will at all times follow and maintain the integrity of any security established by the Applicant and Bank; (ii) immediately notify Bank in the event that Applicant should have reason to believe that the security established for electronic systems transmission has been breached or compromised in any manner; (iii) ensure that only authorized personnel selected and controlled by the Applicant request action(s) by transmittal of document(s) by electronic systems; (iv) ensure that any documents transmitted to Bank by means of electronic systems shall be a complete and accurate copy and if signed be executed by personnel authorized by the Applicant; (v) maintain its software and equipment and any privacy control device within such software or equipment without any reliance on or responsibility by Bank. The Applicant hereby authorizes Bank to rely on any such facsimile's or otherwise electronically transmitted documents, (and agrees to promptly transmit to Bank the originals), to the same extent as if such documents were signed originals and agrees that Bank shall: (i) not be responsible to the Applicant for any loss or damage arising from the use of unencrypted electronic systems, including access or misuse of Applicant's confidential information, transmission of a virus, or failed, incomplete or inaccurate transmission; (ii) not be responsible to assure that, its software and equipment for receiving messages or documents from electronic systems will be compatible with that of Applicant or available at all times for Applicant's use; (iii) have absolute discretion but without liability, for any reason whatsoever, not to act upon documentation received by electronic systems; provided, however, that Bank shall notify the undersigned promptly should it elect to defer action until the original documentation is physically presented to Bank; (iv) without any liability on its part to do so, have the right at its discretion to make further inquiries and demand further verification to determine the validity of any document prior to taking any action and (v) have the right to assume that any reproduction of documentation received by electronic systems constitutes a full, complete and accurate reproduction of the original documentation and that all signatures are authorized and genuine. **(B) Internet.** Bank may in its discretion make available to Applicant an internet site maintained by Bank (the "Web Site") that Applicant may at its option elect to use to electronically initiate the issuance and amendment of any Credit and to retrieve or send information about any outstanding Credit by accessing such Website through Applicant's computer equipment and web browser software. Applicant is responsible to provide its own computer equipment and web browser software and shall be responsible for all acquisition, installation, repair and maintenance costs associated therewith. Applicant shall select its own internet service provider. Applicant shall comply promptly with all instructions on the Web Site governing its use and the security measures to be maintained in

connection with its use. Applicant authorizes Bank to receive data and act upon Applicant's requests which Bank receives over the Web Site. Applicant agrees that Bank may rely on the authenticity and accuracy of messages and information received by Bank on the Web Site purporting to be from the Applicant. Applicant agrees: (i) to protect all assigned operator identification passwords and accepts full responsibility for any compromise of security; (ii) to limit access to the Web Site to those persons authorized by Applicant through the use of security procedures implemented and enforced by the Applicant; (iii) accurately to input any data fields necessary to initiate, release or cancel any transaction; (iv) to access the Web Site as often as necessary consistent with Applicant's business activities it conducts on the Web Site, which may be daily, and retrieve and review outstanding Credit detail reports; and (v) to notify Bank promptly of any error or defect in the report. Applicant acknowledges and understands that the instructions sent by it through the internet to Bank and the information retrieved by the Applicant from the Web Site through the internet will be encrypted, but that such encryption is not completely secure and is not free from errors, poor transmissions, interception, forgery, viruses, tampering, destruction, deciphering or other delay or casualty. Bank shall not be liable for any loss, claim or liability, cost or expense arising from: (a) any of the foregoing; (b) failure of any internet service provider to provide its services; (c) failure of communications media, legal restrictions; (d) act of God, fire or other catastrophe, computer failure or any other cause or circumstance beyond Bank's control; (e) any unauthorized person's use of or access to the Web Site; or (f) failure of Applicant to report errors or defects promptly. (C) **Indemnity.** Separate and independent from any other indemnity set forth in this Agreement, the Applicant hereby indemnifies and holds Bank harmless against any and all loss, liability, damage or expenses of whatever kind and nature arising from Bank's acceptance and/or delivery of information and Applications over its Web Site or by electronic systems.

23. **Jurisdiction and Waiver.** The Applicant hereby consents to the non-exclusive jurisdiction of any State or Federal court sitting in the city, county, parish or district in which the principal office of Bank is located, at Bank's option, with the respect to any proceedings arising out of this Agreement and further waives personal service of all process upon it and hereby consents that such service may be made by registered or certified mail directed to it at the address indicated herein or such subsequent address provided by it to Bank in writing and reflected in Bank's records. Applicant agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing, Bank may serve legal process on Applicant in any other manner permitted by law and may bring any action or proceeding against Applicant or its property in the courts of any other jurisdiction where the Applicant or its property may be found. JURY TRIAL WAIVER. **THE APPLICANT IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY ON ANY ISSUE, CLAIM, DEFENSE, COUNTERCLAIM, CAUSE OF ACTION, DEMAND, DAMAGE OR LOSS OF ANY TYPE, INCLUDING AT LAW OR IN EQUITY, IN ANY WAY BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR RELATED AGREEMENTS OR INSTRUMENTS EVIDENCING THE OBLIGATIONS OR AFFECTING APPLICANT, INCLUDING WITHOUT LIMITATION ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND AGAINST ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF BANK. NEITHER APPLICANT NOR ITS ASSIGNEES, SUCCESSORS, HEIRS OR PERSONAL REPRESENTATIVES SHALL SEEK TO CONSOLIDATE ANY SUIT, ACTION OR PROCEEDING, IN WHICH THE RIGHT TO TRIAL BY JURY HAS BEEN WAIVED, WITH ANY OTHER SUIT, ACTION OR PROCEEDING IN WHICH THE RIGHT TO TRIAL BY JURY HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCLOSED TO APPLICANT AND SHALL BE SUBJECT TO NO EXCEPTIONS**

24. **Florida Documentary Stamp Tax.** Applicant acknowledges that Florida law imposes a documentary stamp tax on certain indebtedness or obligations evidenced by promissory notes or written obligations to pay money made, executed, delivered, sold, transferred or assigned in the State of Florida. Applicant further acknowledges that its execution and delivery of any promissory note(s) or written obligations to Bank at any time, to evidence the payment obligations under the Credit in accordance with Paragraph 2, may subject such note(s) or written obligation(s) to pay money to satisfy the Florida documentary stamp tax. Therefore, in addition to all other obligations incurred by us under this Agreement, Applicant shall pay to Bank, at the time of delivery of such notes, the legal sum that Bank must pay for the documentary stamp tax liability imposed by Florida law.

HANCOCK BANK

ADDENDUM

Attached to a forming part of our Application and Agreement for Standby Letter of Credit

Issue Date: _____

Irrevocable Clean Standby Letter of Credit No. _____

To Beneficiary:
Zurich American Insurance Company
Attn: Direct Collateral Unit
1400 American Lane
Tower 2 -11th Floor
Schaumburg, Illinois 60196-1056

Applicant:
Channel Control Merchants, LLC
6892 US Highway 49 North
Hattiesburg, MS 39403

We have established this clean, irrevocable, and unconditional (except as expressly stated herein) Letter of Credit in your favor as beneficiary for drawings up to USD200,000.00 effective immediately. This Letter of Credit is issued, presentable and payable at Hancock Bank, c/o International Banking Division, 201 Camp Street, New Orleans, LA 70130 Attn Letter of Credit and expires with our close of business on March 31, 2017. Except when the amount of this Letter of Credit is increased, this Credit cannot be modified or revoked without your consent.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including without limitation any liquidator, rehabilitator, receiver, or conservator.

It is a condition of this Letter of Credit that the amount available to you will automatically increase as follows:

INCREASE BY:	INCREASE DATE	AMOUNT AVAILABLE
USD200,000.00	01-MAR-2016	USD400,000.00
USD100,000.00	01-MAY-2016	USD500,000.00

We hereby undertake to promptly honor your sight draft(s) drawn on us, indicating our Credit No. _____, for all of or any part of this Credit upon presentation of your draft drawn on us at our office specified in paragraph one on or before the expiration date hereof or any automatically extended expiry date.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of Hancock Bank under this Credit is the independent obligation of Hancock Bank and is in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien, security interest or any other reimbursement, or upon the Beneficiary establishing, in the event of the Applicant's bankruptcy, that all or any part of the Credit drawn upon is an actual, necessary cost or expense of preserving the Applicant's bankruptcy estate.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date or any future expiration date, unless thirty (30) days prior to such date, we notify you by Registered Mail/Overnight Express Courier that this Letter of Credit will not be renewed for any such additional period.

This Letter of Credit is subject to and governed by the laws of the State of New York and the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 600) and in the event of any conflict, the Laws of the State of New York will control. If this Credit expires during an interruption of business, as described in Article 36 of said Publication No. 600, notwithstanding anything to the contrary in Publication No. 600 Hancock Bank hereby specifically agrees to effect payment, if this Credit is drawn against within 30 days after the resumption of business.

This Standby Letter of Credit is issued by Whitney Bank, a Mississippi state chartered bank. Whitney Bank does business through its locations in Louisiana and Texas as Whitney Bank and as Hancock Bank through its locations in Mississippi, Alabama and Florida.

Acknowledged and accepted:

Channel Control Merchants, LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Date: February 18, 2016

Hancock Bank

Hancock Bank.

International Department
2510 14th Street
Gulfport, MS 39501
Tel: (504) 586-7301
Fax:
SWIFT: WHITUS44

Irrevocable
Standby Letter of Credit No.: SB74064M

Issue Date: February 22, 2016

Beneficiary:
Zurich American Insurance Company
Attn: Direct Collateral Unit
1400 American Lane, Tower 2-11th Floor
Schaumburg, IL 60196-1056
United States

Applicant:
Channel Control Merchants, LLC
6892 US Highway 49 North
Hattiesburg, MS 39403

Currency/Amount: USD 200,000.00
Not Exceeding

Expiry Date: March 31, 2017
Expiry Place: New Orleans, LA

We have established this clean, irrevocable, and unconditional (except as expressly stated herein) Letter of Credit in your favor as beneficiary for drawings up to USD200,000.00 effective immediately. This Letter of Credit is issued, presentable and payable at Hancock Bank, c/o International Banking Division, 201 Camp Street, New Orleans, LA 70130 Attn Letter of Credit and expires with our close of business on March 31, 2017. Except when the amount of this Letter of Credit is increased, this Credit cannot be modified or revoked without your consent.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including without limitation any liquidator, rehabilitator, receiver, or conservator.

It is a condition of this Letter of Credit that the amount available to you will automatically increase as follows:

INCREASE BY:	INCREASE DATE	AMOUNT AVAILABLE
USD200,000.00	01-MAR-2016	USD400,000.00
USD100,000.00	01-MAY-2016	USD500,000.00

Hancock Bank.

We hereby undertake to promptly honor your sight draft(s) drawn on us, indicating our Credit No. SB74064M, for all of or any part of this Credit upon presentation of your draft drawn on us at our office specified in paragraph one on or before the expiration date hereof or any automatically extended expiry date.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of Hancock Bank under this Credit is the independent obligation of Hancock Bank and is in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien, security interest or any other reimbursement, or upon the Beneficiary establishing, in the event of the Applicant's bankruptcy, that all or any part of the Credit drawn upon is an actual, necessary cost or expense of preserving the Applicant's bankruptcy estate.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date or any future expiration date, unless thirty (30) days prior to such date, we notify you by Registered Mail/Overnight Express Courier that this Letter of Credit will not be renewed for any such additional period.

This Letter of Credit is subject to and governed by the laws of the State of New York and the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 600) and in the event of any conflict, the Laws of the State of New York will control. If this Credit expires during an interruption of business, as described in Article 36 of said Publication No. 600, notwithstanding anything to the contrary in Publication No. 600 Hancock Bank hereby specifically agrees to effect payment, if this Credit is drawn against within 30 days after the resumption of business.

This Standby Letter of Credit is issued by Whitney Bank, a Mississippi state chartered bank. Whitney Bank does business through its locations in Louisiana and Texas as Whitney Bank and as Hancock Bank through its locations in Mississippi, Alabama and Florida.

Hancock Bank

By: _____
Authorized Signature

EXHIBIT
D-2

APPLICATION AND AGREEMENT FOR IRREVOCABLE STANDBY LETTER OF CREDIT

HANCOCK WHITNEY

Hancock Whitney Bank

(Hereinafter referred to as "Bank")

Please **TYPE** informatinn in the fields below. We reserve the right to return illegible applications for clarification.

Date: JULY 8, 2022	The undersigned applicant hereby requests you to issue your Irrevocable Standby Letter of Credit (the "Credit") as set forth below. In issuing the Credit, Bank is expressly authorized to make such changes from the terms set forth below as it, in its sole discretion, may deem advisable.

Upon issuing this Letter of Credit, transmit the original Credit as follows:
(☒) BY COURIER SERVICE DIRECTLY TO THE BENEFICIARY (☐) BY COURIER THROUGH BANK'S CORRESPONDENT BANK
(☐) TELETRANSMIT THE CREDIT TO BANK'S CORRESPONDENT BANK REQUESTING THEY NOTIFY THE BENEFICIARY.

Applicant's Name and Address (Guarantor for Letter of Credit)	Advising Bank (include full name and address, if required):
CHANNEL CONTROL MERCHANTS, LLC 6892 U.S. HIGHWAY 49 HATTIESBURG, MS 39402-9135	
For Account of Party/Named Applicant on the Letter of Credit	**Beneficiary's Full Name and Street Address:**
SAME AS ABOVE	ZURICH AMERICAN INSURANCE COMPANY 1299 ZURICH WAY, 11TH FLOOR NORTH SCHAUMBERG, IL 60196-1056 ATTN: DIRECT COLLATERAL UNIT

Amount & Currency: USD $3,600,000.00

Expiration Date: ONE YEAR W/ AUTO EXTEND

Partial Drawings are: ☒ Permitted ☐ Not Permitted

This Standby Letter of Credit is: ☐ Transferable ☐ Not Transferable

☒ **EVERGREEN.** Expiry date to be automatically extendable "evergreen" every 365 days (i.e. 365 days) with Bank to provide Beneficiary no less than 30 days prior written notification for non-extension (i.e. 90 days), with a final expiry date of _____.

Credit is to be available for payment against Beneficiary's draft(s) at sight drawn on Bank or its correspondent at Bank's option, and must be accompanied by the following documents:
☐ A statement, issued on the letterhead of the Beneficiary, purportedly signed by an authorized individual, stating that (please state below wording to appear on the statement):

HANCOCK WHITNEY BANK
ALL DOCUMENTS CHECKED
FOR FFIEC MANUAL TRADE
FINANCE RED FLAGS
SIGN: _____ DATE: 7/11/22

☒ Issue substantially in form of attached specimen. (Specimen should also be signed by applicant. Applicant will be bound by such specimen even if unsigned).

☐ Clean credit: available by sight draft only; no certification of default or beneficiary's entitlement to draw on the letter of credit required.

Complete only when the Beneficiary (Foreign Bank, or other Financial Institution) is to issue its undertaking based on this Credit.
☐ Request Beneficiary to issue and deliver their guarantee in favor of _____ for an amount not exceeding the amount specified above, effective immediately relative to (specify contract number or other pertinent reference)_____ to expire on _____. (This date must be at least 30 days prior to expiry date indicated above). It is understood that if the Credit is issued in favor of any bank or other financial or commercial entity which has issued or is to issue an undertaking on behalf of the Applicant of the Credit in connection with the Credit, the Applicant hereby agrees to remain liable under this Applicant and Agreement in respect of the Credit (even after its stated expiry date) until Bank is released by such bank or entity.

By signing below each Applicant affirms that it has fully read and agrees to this Application and the attached Irrevocable Standby Letter of Credit Agreement Terms and Conditions. In consideration of Bank's issuance of the Credit, the Applicant agrees to be bound by the Agreement set forth in this Application and in the following pages delivered to Bank. If a bank, trust company, or other financial institution signs as Applicant or joint and several co-Applicant for its customer, or if two Applicants jointly and severally apply, both parties must sign below. Documents may be forwarded to Bank by the Beneficiary, or the negotiating bank, in one mail. Bank may forward documents to Applicant if specified above, in one mail.

This Credit is issued subject to:

(☐)International Standby Practices, ISP98 as published by the Institute of International Banking Law & Practice, bearing International Chamber of Commerce (ICC) Publication No. 590 and applicable local law.

(☒)The Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, Publication Number 600 or any subsequent version currently in effect and in use by Bank ("UCP"), at Bank's discretion.

PLEASE DATE AND OFFICIALLY SIGN THIS APPLICATION.

APPLICANT WARRANTS THAT NO TRANSACTION OR SHIPMENT INVOLVED IN THIS APPLICATION IS IN VIOLATION OF THE U.S. TREASURY DEPARTMENTS FOREIGN ASSETS CONTROL REGULATIONS OR ANY APPLICABLE LAW.

Patriot Act Notice: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include letter of credit accounts.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

CHANNEL CONTROL MERCHANTS, LLC Applicant/Borrower	Applicant/Borrower
By: Elaine Sorter Authorized Signature	By: _____ Authorized Signature
Printed Name: Elaine Sorter	Printed Name:
Title: SVP, Finance	Title:

BANK USE ONLY

NOTE: Banker signature indicates that the above signer is authorized on behalf of the applicant/guarantor.

Account Officer's Name (Please Print): JAMES KAIGLER		Approval Signature:
Officer #: C51	RC #: 7524	Telephone #: 228-563-5683
ALS AC Customer #: 11229030	RM Customer #: 30201669	Commitment #: N/A
Type of Letter of Credit: (☒)Financial (☐)Performance PURPOSE: WORKER'S COMPENSATION POLICY REQUIREMENT		
Applicant Information and Fees: The Applicant agrees to pay Bank the following fees: (☒)Annual commission rate: 1.50 % (☒)Documentation Fee:$ 300.00 (☒)Other: COURIER $40.00 (☒)Debit account, account no. BILL		

RISK PARTICIPATION AGREEMENT. The undersigned hereby requests issuance of the Standby Credit by Bank and accepts a risk participation of U.S. $_____ in the Standby Letter of Credit as of the issuance date. The undersigned further agrees to all terms and conditions of this Application and Agreement for Standby Letter of Credit as a co-Applicant.

_____ Date: _____
Risk Participation Bank Name

By: _____

IRREVOCABLE STANDBY LETTER OF CREDIT AGREEMENT TERMS AND CONDITIONS

In consideration of Bank, in its sole discretion, issuing from time to time letters of credit (and all amendments thereto) substantially in accordance with an Application, the Applicant hereby agrees to the terms and conditions set forth below:

1. **Definitions.** As used herein: (A) **"Agreement"** means each Application, the terms and conditions set forth in this Agreement, and the Credits, as each may be modified or amended; (B) **"Applicant"** means, singularly or collectively, and if more than one, jointly and severally, each person or entity who has executed or joined in the Agreement as Applicant or Co-Applicant as set forth below or pursuant to an Application, and the heirs, executors, administrators, successors and assigns thereof; (C) **"Application"** means a written and signed application with sufficient information delivered to Bank to enable it to prepare and issue or amend a Credit for Applicant's account, as any such application may be amended or modified from time to time in accordance herewith, or if Applicant uses and Bank accepts electronic communication facilities to apply for or instruct Bank as to the contents of a Credit, information sufficient to enable Bank to prepare and issue or amend a Credit for Applicant's account transmitted by electronic message (which may, but need not, be computer generated), including a facsimile directed by Applicant to Bank using such identification codes, passwords, and other security procedures as Bank and Applicant may agree are commercially reasonable from time to time; or; (D) **"Bank"** means Hancock Whitney Bank, a Mississippi state chartered bank. (E) **"Business Day"** means any day that is not a Saturday, Sunday or other day on which commercial banks are authorized or required to close at the place where Bank is obligated to honor a presentation or otherwise act under the Credit or this Agreement; (F) **"Credit"** means any one or more standby credits, as the same may he amended or modified with the consent of the Applicant, issued by Bank, at its option, upon application by Applicant from time to time; (G) **"Collateral"** means all property of Applicant of every nature and kind whatsoever, owned by the Applicant or in which the Applicant has an interest, that is now or hereafter on deposit with, in the possession of, under the control of or held by Bank in definitive form, hook entry form or in safekeeping or custodian accounts, including all deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, honds, treasury hills and other securities, documents, documents of title and chattel paper or any other property of Applicant or any third party in which a security interest has been granted in favor of Bank for the purpose of securing Applicant's nbligations under this Agreement ; (H) **"Draft"** means any draft (sight or time), receipt, acceptance, cable, SWIFT or other written demand for payment; (I) **"Event of Default"** means (i) the nonperformance of any of the Obligations; (ii) the nonpayment at maturity of any of the Obligations; (iii) the death, suspension, failure or insolvency of the Applicant; (iv) the commencement of proceedings for the dissolution of the Applicant, any application for the appointment of a liquidator or liquidators for the Applicant or any application for the Applicant's adjudication in bankruptcy or for the reorganizatioa of the Applicant under the bankruptcy laws; (v) the application by or against the Applicant for a respite, assignment or receivership; (vi) the seizure or sale of all or any part of the Collateral; or (vii) the commencement of proceedings which Bank might deem similar,; (J) **"ISP 98"** means the International Standby Practices, International Chamber of Commerce ("ICC") Publication No. 590, or any subsequent revisions or restatement thereof which may be adopted by the ICC and in use by Bank; (K) **"Jurisdiction"** means the state of Mississippi where Bank's principal office is located; (L) **"Obligations"** means all obligations and liabilities of the Applicant to Bank, direct or contingent, due or to become due, now existing or hereafter arising, including all future advances, with interest, attorneys' fees, expenses of collection and costs, including, without limitation, obligations to Bank on promissory notes, checks, overdrafts, this Agreement, the Credit, any drafts or acceptances, other letter of credit agreements, endorsements and continuing guaranties and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value; (M) **"Prime Rate"** as used in this Agreement shall mean the highest rate of interest published from time to time by the Wall St. Journal as its prime rate (the "Index") with the rate of interest to change when and as said prime lending rate changes. If the Index becomes unavailable during the term of this Agreement, Bank may designate a substitute index after notifying Applicant; (N) **"Property,"** means all property shipped under, pursuant to or in connection with the Credit, including, without limitation, goods, consumer goods, equipment, inventory, and farm products; (O) **"Uniform Commercial Code"** as used in this Agreement, means the applicable Uniform Commercial Code, as in effect from time to time, in any state in which property of the Applicant may be found, as amended from time to time; and (P) **"UCP"** means the Uniform Customs and Practice for Documentary Credits, ICC Publication Number 600, or any subsequent revision or restatement thereof adopted by the ICC and in use by Bank. The words "party (or parties) hereto," as used in this Agreement, include any individual, any firm, corporation, partnership or other entity and any association of individuals or entities, who sign this document or become obligated hereunder by reason of any nther document.

2. **Promise to Pay: (A) US Currency.** Applicant shall pay Bank on demand in immediately available funds in United States currency (i) the smount of each Draft drawn or purporting to be drawn under the Credit (whether drawn before, on or after the expiry date stated in the Credit); provided that if the Credit provides for acceptance of a time draft or incurrence of a deferred payment obligation, reimbursement shall be due sufficiently in advance of its maturity to enable Bank to arrange for its cover in same day funds to reach the place where it is payable nnt later than the date of its maturity;: (ii) any amount by which Bank's cost of payment under the Credit exceeds the amount paid by Applicant; (iii) interest on all amounts not paid when due at the lesser of (i) the maximum rate permissible under applicable law, or (ii) at the Prime Rate plus 4% per annum. All interest shall be computed on the basis of the actual number of days elapsed over a year composed of 360 days. (B) **Foreign Currency.** If the Draft is payable in other than U.S. currency, Applicant will pay Bank the amount in U.S. currency at Bank's current selling rate of exchange for delivery to the place of payment in the currency and amount in which such Draft was drawn. If there is nn current selling rate of exchange generally offered by Bank for effecting such payment, Applicant will pay Bank on demand an amount which Bank deems necessary to pay or provide for the payment of the Obligations, and Applicant shall remain liable for any deficiency which may result if such amount in U.S. currency proves to be insufficient to effect full payment or reimhursement to Bank at the time when such rate of exchange shall again be current. (C) **Attorney's Fees, Costs, Expenses and Commissions.** Applicant will pay Bank (i) fees and commissions in respect of the Credit at such rates and times as Applicant and Bank may agree in writing or, in the absence of such an agreement, in accordance with Bank's standard fees then in effect (including, if applicable, application fees, issuance fees, maintenance fees, amendment fees, drawing fees, discrepancy fees, acceptance or deferred payment obligations fees, transfer fees and assignment of letter of credit proceeds fees); and (ii) on demand, all costs and expenses that Bank incurs in connection with the Credit or this Agreement, including (a) reasonable attorneys' fees and dishursements and other dispute resolution expenses to protect or enforce Bank's rights or remedies under or in connection with the Credit, this Agreement or any separate security agreement, guaranty or other agreement or undertaking supporting this Agreement or to respond to any notice of forgery, fraud, abuse or illegality in connection with this Agreement, the Credit, any presentation under the Credit or any transaction underlying the Credit (including an active defense by Bank in any action in which an injunction is sought or obtained against presentation or honor), (b) costs and expenses in connection with any requested amendment to or waiver under the Credit or this Agreement, (c) costs and expenses in complying with any governmental exchange, currency control or other laws, rules nr regulations of any country now or hereafter applicable to the purchase or sale of, or dealings in, foreign currency, (d) any stamp taxes, recording taxes, or similar taxes or fees payable in connection with the Credit or this Agreement, and (e) any adviser, confirmer, or other nominated person fees and expenses that are

chargeable to Applicant or Bank. References in this Agreement to attorneys' fees and disbursements shall include any reasonably allocated costs of internal counsel. (D) **Increased Costs and Taxes.** Applicant shall pay Bank on demand increased costs or Bank's reduction in yield from any new or changed reserve, capital, special deposit, tax, insurance or other requirement or guideline affecting Bank's or its parent's contingent or absolute rights or obligations under or in connection with this Agreement or any Credit provided Bank acts reasonably to avoid or minimize the increased costs or reduction in the yield and computes the same on a reasonable basis. Applicant agrees that all payments hereunder shall be made without withholding, deduction or set-off and shall be made free and clear of taxes other than federal and state income and franchise taxes imposed on Bank. (E) **Refinanced Drafts.** Applicant shall pay to Bank on demand, but in any event, not later than one business day prior to its maturity the amount of any draft, PAYABLE IN UNITED STATES CURRENCY, drawn on Bank by Applicant to refinance any obligation set forth in paragraph 2 hereof, if Bank at its option, accepts such draft. (F) **Extension of Time for Payment.** If the time for payment of any obligation, indebtedness or liability of the Applicant to Bank shall be extended by any law relating to obligations payable on non-Business Days, such extended time shall be included in the computation of interest or discount. Applicant agrees that the amount of all fees, expenses, charges, or costs shall be added to and considered a part of the unpaid balance due to Bank under this Agreement and shall be fully secured by all Collateral granted to secure the obligations of Applicant to Bank.

3. Duty to Examine Documents: Applicant is ultimately responsible for approving the final text of the Credit as issued by Bank, including responsibility for any terms and conditions that are ineffective, ambiguous, inconsistent, or difficult to satisfy and this responsibility is not altered by Bank's recommendation, use of, or refusal to use any text. Applicant shall examine immediately upon receipt (a) any copies of the Credit and any amendments thereto that Bank sends to the Applicant and (b) all instruments and documents that Bank may deliver to the Applicant from time to time and agrees to notify Bank within twenty-four (24) hours of the time Applicant receives or should have received any such Credits, amendments, instruments or documents of any irregularity or claim of non-compliance with the Applicant's instructions. The Applicant hereby waives any irregularity or claim of non-compliance unless Bank is notified of the irregularity or claim within twenty-four (24) hours after the time Applicant received or should have received the Credit, amendment, instrument, or document.

4. Governing Law; UCP, ISP 98. The UCP or ISP 98 as applicable to each Credit governs this Agreement and is incorporated herein. Subject to the other provisions of the Agreement, the Agreement shall be governed by and construed in accordance with the substantive laws of the Jurisdiction, without regard to conflicts of law principles, except to the extent that such law is inconsistent with the UCP or ISP 98, as applicable. In the event any provision of the UCP or ISP 98, as applicable, is or is construed to vary from or be in conflict with any provision of any applicable law of the Jurisdiction or the federal law of the United States, to the extent permitted by law, the UCP or the ISP 98, as applicable, shall govern or be read to explain the applicable law. Unless Applicant specifies otherwise in its application for the Credit, Applicant agrees that Bank may issue the Credit subject to the UCP or ISP 98 or, at Bank's option, such later revision of either as is in effect at the time of issuance of the Credit. Bank's privileges, rights and remedies under the UCP, ISP 98 or such later revision shall be in addition to, and not in limitation of, its privileges, rights, and remedies expressly provided for herein. The UCP and ISP 98 shall serve, in the absence of proof to the contrary, as evidence of standard practice with respect to the subject matter thereof.

5. Presentation without Documents; Modification of Credit. (A) If, at the request of the Applicant, the Credit provides that it will be available by presentation to Bank, or to any of Bank's correspondents, of the documents described in the Credit, unaccompanied by drafts, all references herein to drafts, documents relative to drafts and the presentation, acceptance for payment or payment of drafts shall refer to documents presented for payment without drafts, the presentation and acceptance thereof and the payment upon such presentation, and the obligations of the Applicant and Bank's rights, privileges and remedies hereunder shall be the same as though payments had been made upon presentation of drafts drawn under the Credit accompanied by the documents. (B) In the event, at the written request of the Applicant, (i) of any extension of the maturity or the time for payment or presentation of any draft or document or (ii) of any other modification of the terms of any Credit or (iii) of any increase in the amount of any Credit, this Agreement shall be binding upon the Applicant with regard (a) to the Credit, as so increased or otherwise modified, (b) to payments, drafts, acceptances, documents and property covered thereby, and (c) to any action taken by Bank or any of Bank's correspondents in accordance with such extension, increase or other modification.

6. Automatic Extension. If any Credit provides for automatic extension without amendment, Applicant agrees that it will notify Bank in writing (with such advance notice as indicated on the face of the Application for such Credit) prior to the last day specified in such Credit by which Bank must provide notice as to whether or not it wishes such Credit to be extended. Any decision to extend or not extend such Credit shall be in Bank's sole discretion. Applicant hereby acknowledges that in the event Bank notifies the beneficiary of such Credit that it has elected not to extend such Credit, such Credit may be drawn on if permitted by the terms of such Credit and further acknowledges and agrees that Applicant shall have no claim or cause of action against Bank or defense against payment under the Agreement for Bank's extension or non-extension of such Credit in the exercise of Bank's discretion as set forth above.

7. Co-Applicants; Effect of Waivers. (A) Each Applicant, if more than one, shall be liable hereunder jointly, severally, and solidarily, and each Applicant waives all pleas of division and discussion and agrees that the payment of any amount due hereunder at any time may be extended from time to time, one or more times, without notice at Bank's option. (B) If Applicant is a financial institution (the "Financial Institution") and is requesting the issuance of a Credit for its customer (the "Customer"), the Financial Institution hereby irrevocably appoints Bank as its agent and attorney-in-fact to issue such Credit in accordance with, and subject to, this Agreement. The Financial Institution shall pay to Bank all amounts owed by the Customer under this Agreement when due, whether or not the Financial Institution has received payment from the Customer and shall pay to Bank its fees and expenses according to its Fee Schedule from time to time in effect. The Financial Institution hereby grants to Bank a security interest in all of the property in which the Customer has heretofore granted or may hereafter grant to the Financial Institution a security interest to secure the Obligations of the Customer under this Agreement. (C) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by Bank shall impair Bank's rights or powers hereunder. Bank shall not be deemed to have waived any of its rights hereunder, unless Bank or its authorized agent shall have signed such waiver in writing.

8. Assumption of Risk and Limitation of Liability. Any person acting on behalf of Applicant with respect to the Credit shall be deemed to be the agent of the Applicant, and the Applicant assumes all risks of any acts or omissions of any such user. Should the beneficiary under the Credit, upon receipt of advice by cable or otherwise of the issuance of the Credit, negotiate any drafts by virtue of such advice prior to actual receipt of the Credit, such negotiation shall be considered a proper one and shall be included under the terms and subject to all conditions hereof, and in addition thereto, the Applicant assumes all the risk of the misuse of the Credit. Bank, Bank's correspondents and affiliates shall not be liable or responsible in any respect for, nor shall the obligation of the Applicant to reimburse or pay Bank pursuant to this Agreement be affected or impaired by, (a) the validity, accuracy, sufficiency, genuineness or effect of any document, draft, signature, or endorsement thereon, even if such document, draft, signature, or endorsement should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (b) any breach of any underlying transaction, including, without limitation, any breach of contract between any shipper or vendor and the Applicant, (c) failure of any draft to bear any reference or adequate reference to the Credit, (d) failure of any document to accompany any draft at negotiation, (e) any and all consequences arising out of,

Initials

but not limited to delay, loss in transit, mutilation or other errors arising in the transmission of any messages, letters or documents, when such messages, letters or documents are transmitted or sent according to the requirements stated in the Credit, or if Bank took the initiative in the choice of delivery service in the absence of proper instructions in the credit, (f) failure of any person to note the amount of any draft on the reverse of the Credit, to surrender or take up the Credit or to send forward any document apart from any draft, as required by the terms of the Credit, (g) any error, omission, interruption, loss or delay in transmission, dispatch or delivery of any one or more messages, advises or other documents in connection with the Credit whether transmitted by mail, cable, telegraph, teletransmission, electronic or wireless, transmission or otherwise, and despite any cipher or code which may be employed, or (h) any error, neglect or default of any of Bank's correspondents, (i) any action or omission of others even if the other person is chosen by Bank, (j) any action, inaction or omission, which may be taken or suffered by it or them in good faith or through inadvertence in identifying or failing to identify any beneficiary(ies) or otherwise in connection with the Credit, (k) any deviation from instructions, breach, failure, delay, default, fraud, error or omission by any person or entity in connection with any transaction in which the Credit may be used, or any non-documentary requirements, in the event the Credit is considered to impose on you any non-documentary requirements, and (l) observance of law or practice other than that chosen in the Credit or applicable at the place of issuance. None of the above shall affect, impair or prevent the vesting of any of Bank's rights or powers hereunder. If Applicant includes any language describing events or conditions in any Application that would not be possible for Bank to verify from the documents required to be presented under the Credit relating to such Application, Applicant acknowledges and agrees that Bank has no obligation to verify compliance with such requirements. Any condition in the Credit or any related draft or document shall be binding on the Applicant and shall not impose on Bank or any of Bank's correspondents any liability. Neither Bank nor any of its correspondents and their respective officers, directors, and agents shall be liable in contract, tort, or otherwise, for any punitive, exemplary, consequential, indirect or special damages.

9. Indemnification. The Applicant agrees to indemnify and hold Bank and any of Bank's correspondents, or affiliates and their respective officers, directors, and agents harmless from and against any and all losses, liabilities, claims, and obligations, howsoever arising, from or in connection with the Credit, including, without limitation, losses, liabilities, claims, and obligations arising out of (i) the imposition of law or practice other than that chosen in the Credit or applicable at the place of issuance; (ii) the fraud, forgery or illegal action of others, (iii) any other loss or damage arising out of Bank's issuance of, or any other action taken by Bank in connection with any Credit other than loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (iv) all costs and expenses (including reasonable attorney's fees and legal expenses) of all claims or legal proceedings arising out of Bank's issuance of any Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of Bank's rights hereunder, including without limitation legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank from paying any amount under any Credit. Without limiting any other provision of the Agreement, Bank, and as applicable, its correspondents may select any branch or affiliate of Bank or any other bank to act as advising, transferring, confirming and/or nominated bank under the law and practice of the place where it is located.

10. Security. The provisions of this paragraph 10 sball only supplement, not supersede, provisions of any other security agreement in favor of Bank whicb are inconsistent herewith and failure to specifically describe any Collateral below shall in no way affect the validity or enforceability of any other security agreement executed in favor of Bank with regard to any Collateral Bank has been granted a security interest to secure Applicant's Obligations. In order to secure payment of all Obligations and to secure the observance and performance of all of the Obligations, covenants, agreements, stipulations, representations and warranties contained in this Agreement, the Applicant hereby pledges, pawns and delivers to Bank and grants in Bank's favor a continuing security interest in, and a right of set-off and compensation against (a) all Collateral; (b) all Property; (c) any payment made or draft drawn thereunder; (d) all shipping documents, warehouse receipts and other documents of title related to the Property; (e) policies or certificates of insurance related to the Property; (f) other documents accompanying or related to any payment made or draft drawn under the Credit; (g) any Property that may be substituted for any of the foregoing or added thereto and; (h) all proceeds, increases and profits of any and all of the foregoing Property, including, without limitation, all instruments, documents, chattel paper, cash, interest, dividends, corporate distributions and fruits. Upon the delivery to the Applicant of any Property shipped under, pursuant to or in connection with the Credit or any documents of title related thereto, the Applicant will execute and deliver to Bank a trust receipt covering the same, in such form as may be required by Bank, and all or any of such Property and documents, and the proceeds thereof, coming into Bank's possession or the possession of any of Bank's correspondents, may be held and disposed of by Bank, as hereinafter provided, and the receipt by Bank or any of Bank's correspondents at any time of other security of whatsoever nature, including cash, shall not be deemed a waiver of any of Bank's rights or powers herein recognized. When used in this paragraph 10, the terms "deposit accounts," "instruments," "documents," "chattel paper," "consumer goods," "goods," "inventory," "farm products," "equipment," and "proceeds" shall have the meaning provided in the Uniform Commercial Code. Notwithstanding anything to the contrary, IRA, pension and other tax-deferred accounts or Texas homestead property securing other debt with Bank shall not be subject to the security interest granted herein.

11. Additional Security. Applicant shall by separate instrument grant Bank a security interest in such other collateral as Bank may require as a condition to the issuance of the Credit contemplated by this Agreement. In addition, whenever Bank deems the margin of collateral in Bank's hands insufficient to protect Bank, the applicant immediately upon demand will grant to Bank a security interest in, and deliver to Bank, additional collateral. If the market value of any property in which Bank has been granted a security interest to secure the Obligations and any property added to or substituted for such property (all such property and all additional or substituted property being hereinafter referred to as the "Collateral") declines in value, the Applicant will grant to Bank a security interest in, and deliver to Bank without demand, additional property satisfactory to Bank so that the Collateral, at all times, will fully protect Bank. The right is expressly granted to Bank at Bank's discretion, to file one or more financing statements under the Uniform Commercial Code naming Applicant as debtors and Bank as secured party and covering all or any part of the Collateral. Without Bank's prior written consent Applicant will not create, grant or permit to exist any security interest in the Collateral other than in favor of Bank.

12. Default. The Applicant agrees that upon the occurrence of any Event of Default, the amount of all outstanding acceptances executed by Bank for the account of the Applicant, as well as the amount of all other Obligations, shall, at Bank's option, upon demand made by Bank to the Applicant be immediately due and payable, anything herein or therein contained to the contrary notwithstanding and, to the extent permitted by law, notwithstanding any delay, extension or grace allowed to the Applicant by any law or court. Applicant agrees that upon the occurrence of an Event of Default, Applicant will pay to Bank, immediately on demand, funds in an amount equal to the face amount of the Credit issued hereunder, which funds may be applied by Bank to the Obligations as Bank sees fit. To the extent permitted by applicable law, Bank shall have the right to (a) transfer the Collateral into its name or into a custodian or depository account in its names or under its control; (b) take possession of all or any part of the Collateral and for that purpose to enter upon Applicant's premises where any of the Collateral is located to remove same, and use in connection with such removal, all services, supplies, equipment and facilities of Applicant, all without liability or compensation to Applicant, and at Bank's request, Applicant agrees to assemble the Collateral and make it available at any place designated by Bank; and (c) lease, sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale or upon any broker's board or exchange, for cash, on credit or for future delivery, without recourse to judicial proceedings and without demand, appraisement or advertisement, all of whicb are hereby expressly waived by the Applicant to the fullest extent permitted by law, and at sucb price and upon such terms and conditions as Bank deems appropriate. At any such sale, Bank or any other buyer may purchase all or any part of

the Collateral, free of any right of redemption or other claim or right on Applicant's part, all of which are hereby expressly waived and released. Any demands, tenders, call or notice to Applicant shall be deemed fully made or given as of the time left at Applicant's last known address, or mailed, telegraphed, telephoned or otherwise sent to such address. Proceeds of all sale of Collateral shall be applied, without any marshaling of assets, in such manner or order as Bank may deem proper, to any one or more of Applicant's obligations, whether or not due, and Bank may retain any amounts necessary, in Bank's sole judgment to meet any contingent obligations. Bank shall not be liable for failure to collect or demand payment of, or for failure to protest or give notice of protest or nonpayment of any obligation or relating to any part of the Collateral or for any delay. Bank shall not be under any obligation to take any action with respect to the Collateral. In addition to the foregoing, upon the occurrence of an event of Default, Bank shall have all of the rights and remedies provided for herein and at law and including, but not limited to those available under the applicable Uniform Commercial Code, as in effect in the state where Bank is headquartered.

13. Bankruptcy and Forfeiture Reinstatement. If any consideration transferred to Bank in payment of, or as collateral for, or in satisfaction of the Obligations, shall be voided in whole or in part as a result of (A) a subsequent bankruptcy or insolvency proceeding; (B) any forfeiture or in rem seizure action or remedy; (C) any fraudulent transfer or preference action or remedy; or (D) any other criminal or equitable proceeding or remedy, then Bank may at its option recover the Obligations or the consideration so voided from Applicant. In such event, Bank's claim to recover the voided consideration shall be a new and independent claim arising under the Agreement, and shall be jointly and severally due and payable immediately by Applicant.

14. Rights With Respect to Property Granted as Security. (a) Any property in which Bank is granted a security interest hereunder may, to the extent permitted by applicable law, be exchanged or surrendered from time to time without notice to, or assent from, the Applicant and without in any manner releasing or altering the obligations of the Applicant to Bank. To the extent permitted by applicable law, Bank may in Bank's absolute discretion and for Bank's own benefit transfer to any individual, to any firm, partnership, corporation, or other entity or to any association of individuals or entities any or all of the Collateral, either by itself or mingled with the property of others in bulk or otherwise for any sum not in excess of the amount due Bank from the Applicant at the date of such transfer. (b) The Applicant irrevocably authorizes and empowers Bank, to the extent permitted by applicable law, at any time Bank may think necessary or advisable to do so for the protection of Bank's interests, to collect and liquidate the Collateral by such action or proceeding as Bank may deem appropriate and apply to the Applicant's indebtedness to Bank, or hold as security, the principal of any Collateral liquidated or collected and any interest, dividends or other income accruing or payable thereon or therefrom, and to transfer into Bank's own name, or any other name which Bank may see fit, any warehouse receipts, bills-of-lading or other documents or securities that Bank may hold as Collateral. This shall be an irrevocable power of attorney to Bank to effect such transfers, collections and appropriations at any time that Bank may see fit. (c) Whenever in Bank's opinion such action may he necessary or advisable for the protection of Bank's interest, Bank may, to the extent permitted hy applicable law, appropriate and apply to the payment and extinguishment of any of the Obligations any or all of the Collateral, including any moneys or other property in transit to or from Bank for any purpose. Bank is hereby authorized to impute such payments as Bank
sees fit.

15. Hedging Commodities. Whenever in Bank's opinion such action may be necessary or advisable for the protection of Bank's interest, Bank is authorized and empowered to hedge any commodity or commodities represented by any muniment of title held by Bank as collateral by selling future contracts on any exchange and to close out, rehedge and renew and again close out such future contracts, from time to time, as Bank may deem advisable. Should any loss be sustained in any hedging contract made hy Bank pursuant to the rights herein extended tn Bank, such loss shall be borne hy the Applicant, and any amounts advanced by Bank on account of any such loss shall be repaid tn Bank by the Applicant upon demand with interest at the rate of 8% per annum and shall be secured by all the Collateral. Bank shall have no obligation to hedge any such commodity or to make any sale, and Bank shall not be in any manner liable for any loss, damage or injury which may arise from not hedging or selling the same.

16. Transfer of Collateral. Bank may transfer any acceptance and may deliver any or all of the Collateral then held by Bank to any transferee or transferees, who shall thereupon become vested with all the powers and rights herein given to Bank in respect thereto, and Bank shall thereafter he fully and forever relieved and fully discharged from any liability or responsibility in the matter.

17. Imputation of Proceeds of Collateral. In case of any sale or other disposition of any of the Collateral, after deducting all costs, attorneys' fees and expenses of every kind (including the expenses resulting from any action which Bank may find it advisable to take for the protection of Bank's interests), Bank may apply the residue of the proceeds of the sale or sales in accordance with applicable law to the payment of any or all of the Obligatinns, Bank being authnrized to make such imputation of payment as Bank sees fit without notice to Applicant. Bank shall make proper rebate fnr the interest on the Obligations not then due and shall return the overplus, if any, to the Applicant. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all Obligations, the Applicant, together with all other parties ohligated to Bank nn the Ohligations, shall remain fully liable to Bank for any deficiency.

18. Representations and Warranties of Applicant. The Applicant represents, warrants and covenants to Bank that (a) if a partnership, corporation, limited liability company or limited liability partnership, it is duly organized, validly existing and in good standing; (b) it has the power to execute, and deliver and perform this Agreement; (c) the execution, delivery and performance of this Agreement has been duly authorized by all requisite action; (d) the execution, delivery and performance of this agreement will not violate any provision of law, or of any court or other agency of government, the articles of incorporation, articles of organization, or the partnership agreement of the Applicant, or any indenture, agreement or other instrument to which it is a party, or hy which it is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property of the Applicant (other than in Bank's favor) or the acceleration of any of the Obligations; (e) the Applicant has heretofore furnished to Bank accurate and complete financial data and other information based on its operations in previous years, and such data completely and fairly presents the financial position and the results of operations for the perind indicated therein; (f) there has been no material adverse change in the condition, financial or otherwise, of the Applicant since the date of the most recent financial statement; and (g) the Applicant shall furnish to Bank upon request, hut in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Bank, including, as applicable, halance sheets and profit and loss statements, together with supporting documentation and other information regarding the operations, assets, business and financial condition of the Applicant as Bank shall from time to time request; all financial statements provided to Bank sball include, among other things, detailed information regarding (i) any entities, such as corpnrations, partnerships, or limited liability companies in which the Applicant is the majority owner and (ii) any entities in which Applicant is not the majority owner, but for which Applicant is directly or contingently liable on debts or obligations of any kind incurred by those entities. The Applicant further warrants (a) that the importation of the property described in the Credit does not contravene any law or regulation of the government of the United States of America or any other applicable law or regulation and (b) that there is not and has not been any interest of any individual, any firm, corporatiua, partnership or other entity, any association of individuals or entities or any government in the property described in the Credit, the existence of which requires any license or permit of the government of the United States of

America, or any of its agencies, for the importation of such property or for the making of payment therefor. The Applicant shall (a) ensure that no person who owns a controlling interest in or otherwise controls Applicant or any subsidiary is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the Letters of Credit or the proceeds of the Letter of Credits to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause each subsidiary to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

19. Binding on Successors and Assigns. The obligations hereunder shall continue in force and be applicable to all transactions hereunder, notwithstanding any change in the composition of any firm, corporation, partnership, or other entity, any association, the parties hereto or the user of the Credit, whether such change shall arise from the addition of one or more new partners or from the death, withdrawal, termination or expulsion of one or more partners. No such changes shall prejudice Bank's rights under law against such entity or any heir, successor, or assignee of any entity or any shareholder, partner or member thereof.

20. Agency. If Applicant is a financial institution (the "Financial Institution") and is requesting the issuance of a Credit for its customer (the "Customer"), the Financial Institution hereby irrevocably appoints Bank as its agent and attorney-in-fact to issue such Credit in accordance with, and subject to, this Agreement. The Financial Institution shall pay to Bank all amounts owed by the Customer under this Agreement when due, whether or not the Financial Institution has received payment from the Customer and shall pay to Bank its fees and expenses according to its Fee Schedule from time to time in effect. The Financial Institution hereby grants to Bank a security interest in all of the property in which the Customer has heretofore granted or may hereafter grant to the Financial Institution a security interest to secure the Obligations of the Customer under this Agreement.

21. Miscellaneous. (a) Except as may otherwise be expressly provided herein, any demand or notice to be made or given in connection with this Agreement shall be sufficiently made upon, or given to, the Applicant, if left at, or mailed to, the last address of the Applicant known to Bank, or if made or given in any other manner reasonably calculated to come to the attention of the Applicant, whether or not in fact received by the Applicant. (b) If, at the Applicant's special request, Bank issued the Credit in transferable form, it is understood and agreed that Bank shall have no duty to determine the proper identity of anyone appearing in the draft or documents as transferee, that Bank shall not be charged with responsibility or liability of any nature or character for the validity or correctness of any transfer or successive transfers, and that Bank's payment to any purported transferee or transferees as determined by Bank is hereby authorized and approved. Further, the Applicant agrees to hold Bank harmless and to indemnify Bank against any liability or claim in connectinn with, or arising out of, the foregoing. (b) If, at the Applicant's special request, Bank issued the Credit in transferable form, it is understood and agreed that Bank shall have no duty to determine the proper identity of anyone appearing in the draft or documents as transferee, that Bank shall not be charged with responsibility or liability of any nature or character for the validity or correctness nf any transfer or successive transfers, and that Bank's payment to any purported transferee or transferees as determined by Bank is hereby authorized and approved. Further, the Applicant agrees to hold Bank harmless and to indemnify Bank against any liability or claim in connection with, or arising out of, the foregoing. (d) In the event of an implementation of, or a subsequent increase in, a reserve requirement on the Credit, the Applicant shall, at Bank's request, reimburse Bank on demand for lost earnings on such required reserves. Fnr this purpose such lost earnings shall be deemed to accrue at 2% above the Prime Rate in effect from time to time or at such other rate as may be agreed upon. In lieu of such reimbursement Bank may require the Applicant to place a deposit with Bank in an amount equal to Bank's required reserves on the Credit and the reserve requirements on such deposit itself. Such deposit shall be non-interest bearing and shall be pledged to Bank as additional security for any of the Applicant's Obligations of whatever nature to Bank then or thereafter outstanding and shall be available to the Applicant upon cessation of the reserve requirement on the Credit or Bank's rights and nbligations under such Credit, whichever occurs first. (e) If any provision or provisions of this Agreement are found to be void and unenforceable, the remaining provisions and any instruments or agreements delivered pursuant hereto shall, nevertheless, be binding, and this agreement and such instruments or agreements shall be enforceable as if the void or unenforceable provision hereof had not heen included herein.

22. Communications. (A) Electronic Systems. Bank may in its discretion permit Applicant to transmit and receive by means of facsimile, open internet communicarion, nr other unencrypted electronic communications (hereinafter collectively the "electronic systems") Applicarions and other documents to or from Bank. To induce Bank to accept communication via electronic systems, Applicant shall: (i) ensure that its officers, agents and employees, will at all times follow and maintain the integrity of any security established by the Applicant and Bank; (ii) immediately notify Bank in the event that Applicant should have reason to believe that the security established for electronic systems transmission has been breached or compromised in any manner; (iii) ensure that only authorized personnel selected and controlled by the Applicant request action(s) by transmittal of document(s) by electronic systems; (iv) ensure that any documents transmitted to Bank by means of electronic systems shall be a complete and accurate copy and if signed be executed by personnel authorized by the Applicant; (v) maintain its software and equipment and any privacy control device within such software or equipment without any reliance on or responsibility by Bank. The Applicant hereby authorizes Bank to rely on any such facsimile's or otherwise electronically transmitted documents, (and agrees to promptly transmit to Bank the originals), to the same extent as if such documents were signed originals and agrees that Bank shall: (i) not be responsible to the Applicant for any loss or damage arising from the use of unencrypted electronic systems, including access or misuse of Applicant's confidential information, transmission of a virus, or failed, incomplete or inaccurate transmission; (ii) not be responsible to assure that, its software and equipment for receiving messages nr documents from electronic systems will be compatible with that of Applicant or available at all times for Applicant's use; (iii) have absolute discretion but without liahility, for any reason whatsoever, not to act upon documentation received by electronic systems; provided, however, that Bank shall notify the undersigned promptly should it elect to defer action until the original documentation is physically presented to Bank; (iv) without any liability on its part to do so, have the right at its discretion to make further inquiries and demand further verification to determine the validity of any document prior to taking any actioo and (v) have the right to assume that any reproductinn of documentation received by electronic systems constitutes a full, complete and accurate reproduction of the original documentatinn and that all signatures are authorized and genuine. **(B) Internet.** Bank may in its discretion make available to Applicant an internet site maintained by Bank (the "Web Site") that Applicant may at its option elect to use to electronically initiate the issuance and amendment of any Credit and to retrieve or send information about any outstanding Credit by accessing such Website through Applicant's computer equipment and web browser software. Applicant is responsible to provide its own computer equipment and web browser software and shall be respnnsible for all acquisition, installation, repair and maintenance costs associated therewith. Applicant shall select its own internet service provider. Applicant shall cnmply promptly with all instructions on the Web Site gnverning its use and the security measures to be maintained in connection with its use. Applicant authorizes Bank to receive data and act upnn Applicant's requests which Bank receives over the Web Site. Applicant agrees that Bank may rely on the authenticity and accuracy of messages and information received by Bank on the Web Site purporting to be from the Applicant. Applicant agrees: (i) to protect all assigned operator identification passwords and accepts full responsibility for any compromise of security; (ii) to limit access to the Web Site to those persons authorized by Applicant through the use of security procedures implemented and enforced by the Applicant; (iii) accurately to input any data fields necessary

to initiate, release or cancel any transaction; (iv) to access the Web Site as often as necessary consistent with Applicant's business activities it conducts on the Web Site, which may be daily, and retrieve and review outstanding Credit detail reports; and (v) to notify Bank promptly of any error or defect in the report. Applicant acknowledges and understands that the instructions sent by it through the internet to Bank and the information retrieved by the Applicant from the Web Site through the internet will be encrypted, but that such encryption is not completely secure and is not free from errors, poor transmissions, interception, forgery, viruses, tampering, destruction, deciphering or other delay or casualty. Bank shall not be liable for any loss, claim or liability, cost or expense arising from: (a) any of the foregoing; (b) failure of any internet service provider to provide its services; (c) failure of communications media, legal restrictions; (d) act of God, fire or other catastrophe, computer failure or any other cause or circumstance beyond Bank's control; (e) any unauthorized person's use of or access to the Web Site; or (f) failure of Applicant to report errors or defects promptly. **(C) Indemnity.** Separate and independent from any other indemnity set forth in this Agreement, the Applicant hereby indemnifies and holds Bank harmless against any and all loss, liability, damage or expenses of whatever kind and nature arising from Bank's acceptance and/or delivery of information and Applications over its Web Site or by electronic systems.

23. Jurisdiction and Waiver. The Applicant hereby consents to the non-exclusive jurisdiction of any State or Federal court sitting in the city, county, parish or district in which the principal office of Bank is located, at Bank's option, with the respect to any proceedings arising out of this Agreement and further waives personal service of all process upon it and hereby consents that such service may he made by registered or certified mail directed to it at the address indicated herein or such subsequent address provided by it to Bank in writing and reflected in Bank's records. Applicant agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing, Bank may serve legal process on Applicant in any other manner permitted by law and may bring any action or proceeding against Applicant or its property in the courts of any other jurisdiction where the Applicant or its property may be found. **JURY TRIAL WAIVER. THE APPLICANT IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY ON ANY ISSUE, CLAIM, DEFENSE, COUNTERCLAIM, CAUSE OF ACTION, DEMAND, DAMAGE OR LOSS OF ANY TYPE, INCLUDING AT LAW OR IN EQUITY, IN ANY WAY BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR RELATED AGREEMENTS OR INSTRUMENTS EVIDENCING THE OBLIGATIONS OR AFFECTING APPLICANT, INCLUDING WITHOUT LIMITATION ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND AGAINST ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF BANK. NEITHER APPLICANT NOR ITS ASSIGNEES, SUCCESSORS, HEIRS OR PERSONAL REPRESENTATIVES SHALL SEEK TO CONSOLIDATE ANY SUIT, ACTION OR PROCEEDING, IN WHICH THE RIGHT TO TRIAL BY JURY HAS BEEN WAIVED, WITH ANY OTHER SUIT, ACTION OR PROCEEDING IN WHICH THE RIGHT TO TRIAL BY JURY HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCLOSED TO APPLICANT AND SHALL BE SUBJECT TO NO EXCEPTIONS**

24. Florida Documentary Stamp Tax. Applicant acknowledges that Florida law imposes a documentary stamp tax on certain indebtedness or obligations evidenced by promissory notes or written obligations to pay money made, executed, delivered, sold, transferred or assigned in the State of Florida. Applicant further acknowledges that its execution and delivery of any promissory note(s) or written obligations to Bank at any time, to evidence the payment obligations under the Credit in accordance with Paragraph 2, may subject such note(s) or written obligation(s) to pay money to satisfy the Florida documentary stamp tax. Therefore, in addition to all other obligations incurred by us under this Agreement, Applicant shall pay to Bank, at the time of delivery of such notes, the legal sum that Bank must pay for the documentary stamp tax liability imposed by Florida law.

ADDENDUM

ATTACHED TO AND FORMING PART DF OUR APPLICATION AND AGREEMENT FDR IRREVDCABLE STANDBY LETTER OF CREDIT

ISSUE DATE: JULY 8 2022

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBxxxxM

APPLICANT:
CHANNEL CONTROL MERCHANTS, LLC
6892 U.S. HIGHWAY 49
HATTIESBURG, MS 39402-9135

BENEFICIARY:
ZURICH AMERICAN INSURANCE COMPANY
7th FLOOR; ATTN: COLLATERAL DEPARTMENT
1299 ZURICH WAY
SCHAUMBURG, IL 60196-1056

CURRENCY/AMOUNT: USD $3,600,000.00

EXPIRY DATE: JULY xx, 2023 (ONE YEAR FROM ISSUANCE)
EXPIRY PLACE: NEW ORLEANS, LA

WE HAVE ESTABLISHED THIS CLEAN, IRREVOCABLE, AND UNCONDITIONAL (EXCEPT AS EXPRESSLY STATED HEREIN) LETTER OF CREDIT IN YOUR FAVOR AS BENEFICIARY FOR DRAWINGS UP TO THREE MILLION SIX HUNDRED THOUSAND U.S. DOLLARS AND NO/CENTS (USD $3,600,000.00) EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE AT 701 POYDRAS, SUITE 1400, NEW DRLEANS, LA , 70139, ATTN: LETTER DF CREDIT DEPARTMENT AND EXPIRES WITH OUR CLOSE OF BUSINESS ON JULY xx, 2023.

EXCEPT WHEN THE AMOUNT OF THIS LETTER OF CREDIT IS INCREASED, THIS CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR CONSENT.

THE TERM "BENEFICIARY" INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF THE NAMED BENEFICIARY INCLUDING, WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER, OR CONSERVATOR. DRAWINGS BY ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR SHALL BE FOR THE BENEFIT OF ALL THE BENEFICIARY'S POLICYHOLDERS.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT*(S)* DRAWN ON US, INDICATING OUR CREDIT NO. SBxxxxM, FOR ALL OR ANY PART OF THIS CREDIT UPON PRESENTATION OF YOUR DRAFT DRAWN ON US AT OUR OFFICE SPECIFIED IN PARAGRAPH ONE ON OR BEFORE THE EXPIRATION DATE HEREOF OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF HANCOCK WHITNEY BANK UNDER THIS CREDIT IS THE INDEPENDENT OBLIGATION OF HANCOCK WHITNEY BANK, AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, OR UPON OUR ABILITY TO PERFECT ANY LIEN, SECURITY INTEREST OR ANY OTHER REIMBURSEMENT, OR UPON THE BENEFICIARY ESTABLISHING, IN THE EVENT OF THE APPLICANT'S BANKRUPTCY, THAT ALL OR ANY PART OF THE CREDIT DRAWN UPON IS AN ACTUAL, NECESSARY COST OR EXPENSE OF PRESERVING THE APPLICANT'S BANKRUPTCY ESTATE.

THIS LETTER OF CREDIT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE *(1)* YEAR FROM THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS THIRTY *(30)* DAYS PRIOR TO SUCH EXPIRATION DATE, WE NOTIFY YOU BY CERTIFIED MAIL OR COURIER SERVICE THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE 2007 REVISION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 600) AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL. IF THIS LETTER OF CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36 OF SAID PUBLICATION NO. 600, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PUBLICATION NO. 600 THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.

VERY TRULY YOURS,

(LETTER DF CREDIT DEPT. ASSOCIATE WILL SIGN HERE AT ISSUANCE)

_____

AUTHORIZED SIGNATURE

HANCOCK WHITNEY BANK

WE HEREBY AUTHORIZE HANCOCK WHITNEY BANK TO ISSUE A LETTER OF CREDIT IN THE ABOVE FORMAT



AUTHORIZED SIGNATURE
CHANNEL CONTROL MERCHANTS, LLC

SCANNED
SJ
WIT 15014955
1 EXECUTED LC
+
FEDEX 1

Hancock Whitney Bank

Letter of Credit and Trade Services
701 Poydras, Suite 1400
New Orleans, LA 70139
Tel: (504) 586-7301
Fax:
SWIFT: WHITUS44

Irrevocable
Standby Letter of Credit No.: SB77464M

ISSUE DATE: JULY 19, 2022

APPLICANT:
CHANNEL CONTROL MERCHANTS, LLC
6892 U.S. HIGHWAY 49
HATTIESBURG, MS 39402-913S

BENEFICIARY:
ZURICH AMERICAN INSURANCE COMPANY
7th FLOOR; ATTN: COLLATERAL DEPARTMENT
1299 ZURICH WAY
SCHAUMBURG, IL 60196-10S6

CURRENCY/AMOUNT: USO $3,600,000.00

EXPIRY OATE: JULY 19, 2023
EXPIRY PLACE: NEW ORLEANS, LA

ORIGINAL

WE HAVE ESTABLISHED THIS CLEAN, IRREVOCABLE, AND UNCONDITIONAL (EXCEPT AS EXPRESSLY STATED HEREIN) LETTER OF CREDIT IN YOUR FAVOR AS BENEFICIARY FOR ORAWINGS UP TO THREE MILLION SIX HUNDRED THOUSAND U.S. DOLLARS AND NO/CENTS (USD $3,600,000.00) EFFECTIVE IMMEDIATELY. THIS LETTER OF CREOIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE AT 701 POYDRAS, SUITE 1400, NEW ORLEANS, LA, 70139, ATTN: LETTER OF CREDIT OEPARTMENT AND EXPIRES WITH OUR CLOSE OF BUSINESS ON JULY 19, 2023.

EXCEPT WHEN THE AMOUNT OF THIS LETTER OF CREDIT IS INCREASEO, THIS CREOIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR CONSENT.

THE TERM "BENEFICIARY" INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF THE NAMED BENEFICIARY INCLUDING, WITHOUT LIMITATION, ANY LIQUIOATOR, REHABILITATOR, RECEIVER, OR CONSERVATOR. DRAWINGS BY ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR SHALL BE FOR THE BENEFIT OF ALL THE BENEFICIARY'S POLICYHOLDERS.

WE HEREBY UNOERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT*(S)* DRAWN ON US, INDICATING OUR CREDIT NO. SB77464M, FOR ALL OR ANY PART OF THIS CREDIT UPON PRESENTATION OF YOUR DRAFT ORAWN ON US AT OUR OFFICE SPECIFIEO IN PARAGRAPH ONE ON OR BEFORE THE EXPIRATION DATE HEREOF OR ANY AUTOMATICALLY EXTENOEO EXPIRY DATE.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF HANCOCK WHITNEY BANK UNDER THIS CREOIT IS THE INDEPENDENT OBLIGATION OF

Hancock Whitney Bank

HANCOCK WHITNEY BANK, AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, OR UPON OUR ABILITY TO PERFECT ANY LIEN, SECURITY INTEREST OR ANY OTHER REIMBURSEMENT, OR UPON THE BENEFICIARY ESTABLISHING, IN THE EVENT OF THE APPLICANT'S BANKRUPTCY, THAT ALL OR ANY PART OF THE CREDIT DRAWN UPON IS AN ACTUAL, NECESSARY COST OR EXPENSE OF PRESERVING THE APPLICANT'S BANKRUPTCY ESTATE.

THIS LETTER OF CREDIT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE *(1)* YEAR FROM THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS THIRTY *(30)* DAYS PRIOR TO SUCH EXPIRATION DATE, WE NOTIFY YOU BY CERTIFIED MAIL OR COURIER SERVICE THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE 2007 REVISION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 600) AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL. IF THIS LETTER OF CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36 OF SAID PUBLICATION NO. 600, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PUBLICATION NO. 600 THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.

VERY TRULY YOURS,

Nelda T. Smith

AUTHORIZED SIGNATURE
HANCOCK WHITNEY BANK

ORIGINAL

EXHIBIT
E-1

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$3,600,000.00	07-11-2022	07-11-2023					

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: CHANNEL CONTROL MERCHANTS, LLC
PO BOX 711
HATTIESBURG , MS 39403

Lender: HANCOCK WHITNEY BANK
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated July 11, 2022, is made and executed between CHANNEL CONTROL MERCHANTS, LLC ("Grantor") and HANCOCK WHITNEY BANK ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Account"):

Checking Account Number 063074218 with Lender with an approximate balance of $2,500,000.00

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's property (however owned if owned by more than one person or entity), in Lender's possession (or in the possession of a third party subject to Lender's control), whether existing now or later and whether tangible or intangible in character, including without limitation each and all of the following:

(A) All property to which Lender acquires title or documents of title.

(B) All property assigned to Lender.

(C) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.

(D) All records relating to any of the property described in this Collateral section, whether in the form of writing, microfilm, microfiche, or electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or

in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Grantor to Lender immediately due and payable, without notice of any kind to Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Mississippi Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Mississippi Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

FINANCIAL STATEMENTS AND INFORMATION. Grantor agrees to provide to Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help

enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Account. The word "Account" means the deposit account(s) described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means CHANNEL CONTROL MERCHANTS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means CHANNEL CONTROL MERCHANTS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the Note dated July 11, 2022 and executed by CHANNEL CONTROL MERCHANTS, LLC in the principal amount of $3,600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JULY 11, 2022.

GRANTOR:

CHANNEL CONTROL MERCHANTS, LLC

HDC HOLDINGS II, LLC, Sole Member of CHANNEL CONTROL MERCHANTS, LLC

By: _____
ELAINE SAXTON, Senior VP-Finance of HDC HOLDINGS II, LLC

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EXHIBIT
E-2

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$3,600,000.00	10-24-2022	03-31-2023	7406499				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: CHANNEL CONTROL MERCHANTS, LLC
PO BOX 711
HATTIESBURG , MS 39403

Lender: HANCOCK WHITNEY BANK
COM BNKG - MS COAST - CENTRAL DIV
ONE HANCOCK PLAZA, 2510 14TH STREET
GULFPORT, MS 39501

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated October 24, 2022, is made and executed between CHANNEL CONTROL MERCHANTS, LLC ("Grantor") and HANCOCK WHITNEY BANK ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Account"):

Money Market Account Number 63074218 with Lender with an approximate balance of $3,700,000.00

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's property (however owned if owned by more than one person or entity), in Lender's possession (or in the possession of a third party subject to Lender's control), whether existing now or later and whether tangible or intangible in character, including without limitation each and all of the following:

(A) All property to which Lender acquires title or documents of title.

(B) All property assigned to Lender.

(C) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.

(D) All records relating to any of the property described in this Collateral section, whether in the form of writing, microfilm, microfiche, or electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or

in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Grantor to Lender immediately due and payable, without notice of any kind to Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Mississippi Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Mississippi Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

FINANCIAL STATEMENTS AND INFORMATION. Grantor agrees to provide to Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Grantor is the majority owner and (ii) any entities in which Grantor is not the majority owner, but for which Grantor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

ADDITIONAL MEANING OF THE WORD COLLATERAL. To the extent permitted by applicable law, when used in this Agreement, the meaning of the word "Collateral" shall include, in addition to and without limiting the definition ascribed to the word "Collateral" herein, all property of Grantor and/or Borrower of every nature or kind whatsoever owned by Grantor and/or Borrower or in which Grantor and/or Borrower has an interest, that is now or hereafter on deposit with, in the possession of, under the control of, or held by Lender in definitive form, book entry form, or in safekeeping, custodian accounts or securities accounts, including, without limitation, deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, insurance policies, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, but excluding IRA, pension, and other tax-deferred accounts. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help

enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of HARRISON County, State of Mississippi.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Account. The word "Account" means the deposit account(s) described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means CHANNEL CONTROL MERCHANTS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means CHANNEL CONTROL MERCHANTS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder. The word "Indebtedness" shall include, without limitation, all obligations of Grantor and/or Borrower, or any one of them, to Lender on promissory notes, checks, overdrafts, letter of credit agreements, endorsements and continuing guaranties, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value.

Lender. The word "Lender" means HANCOCK WHITNEY BANK, its successors and assigns.

Note. The word "Note" means the Note dated October 24, 2022 and executed by CHANNEL CONTROL MERCHANTS, LLC in the principal amount of $3,600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 24, 2022.

GRANTOR:

CHANNEL CONTROL MERCHANTS, LLC

HDC HOLDINGS II, LLC, Sole Member of CHANNEL CONTROL MERCHANTS, LLC

By: _____
ELAINE SAXTON, Senior VP-Finance of HDC HOLDINGS II, LLC

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EXHIBIT
F-1



ORIGIN ID:NOHA (847) 605-6000
GURNOOR RANDHAWA
ZURICH
1299 ZURICH WAY
SCHAUMBURG, IL 60193
UNITED STATES US

SHIP DATE: 05FEB25
ACTWGT: 1.00 LB
CAD: 100220754/INET4535

BILL SENDER

TO LETTER OF CREDIT AND TRADE SERVICES
HANCOCK WHITNEY BANK
701 POYDRAS ST
SUITE 1400
NEW ORLEANS LA 70139
(504) 586-7456
INV:
PO:
REF: 26006927
DEPT:

58CJ2/E49C/C6C4

J251024121701uv

FedEx Express

THU - 06 FEB 5:00P
STANDARD OVERNIGHT

TRK# 0201 7718 9988 7323

XS NEWA

70139

LA-US MSY

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ZURICH

February 05, 2025

Hancock Whitney Bank
LETTER OF CREDIT AND TRADE SERVICES
701 Poydras St, SUITE 1400
New Orleans, LA 70139

Re: CHANNEL CONTROL MERCHANTS, LLC
Standby Letter of Credit Number: SB77464M

To Whom It May Concern:

Attached, please find our sight draft for the referenced Letter of Credit. Promptly wire the specified amount on the sight draft to:

Bank Name:	Bank of America
Bank Address:	100 West 33rd Street New York, NY 10001
Account Number:	5801003152
ABA:	026009593
Beneficiary Name:	Zurich American Insurance Company Direct Collateral Unit 1299 Zurich Way Schaumburg, IL 60196
Reference:	CHANNEL CONTROL MERCHANTS, LLC
Letter of Credit No:	SB77464M

Please send an e-mail to NAC.Collateral@zurichna.com once the transfer is complete or if you have any questions regarding this sight draft.

Sincerely,

Zurich American Insurance Company

Credit Risk Management
Collateral Division
1299 Zurich Way, F10-N
Schaumburg, IL 60196

www.zurichna.com

Phone: 847-605-6186

Cheryl Vitug
Sr. Collateral Analyst
Zurich American Insurance Company

ZURICH

February 05, 2025

At sight, pay to the order of Zurich American Insurance Company the sum of Three Million and Six Hundred Thousand and 00/100 United States Dollars(USD 3,600,000.00)

Drawn under Hancock Whitney Bank Letter of Credit No. SB77464M dated July 19, 2022

To: Hancock Whitney Bank
LETTER OF CREDIT AND TRADE SERVICES
701 Poydras St, SUITE 1400
New Orleans, LA 70139

Zurich American Insurance Company

Credit Risk Management
Collateral Division
1299 Zurich Way
Schaumburg, IL 60196

www.zurichna.com

Phone: 847-605-6186

Cheryl Vitug
Sr. Collateral Analyst
Zurich American Insurance Company

ZURICH

February 05, 2025

Hancock Whitney Bank
LETTER OF CREDIT AND TRADE SERVICES
701 Poydras St, SUITE 1400
New Orleans, LA 70139

Re: CHANNEL CONTROL MERCHANTS, LLC
Standby Letter of Credit Number: SB74064M

To Whom It May Concern:

Attached, please find our sight draft for the referenced Letter of Credit. Promptly wire the specified amount on the sight draft to:

Bank Name:	Bank of America
Bank Address:	100 West 33rd Street New York, NY 10001
Account Number:	5801003152
ABA:	026009593
Beneficiary Name:	Zurich American Insurance Company Direct Collateral Unit 1299 Zurich Way Schaumburg, IL 60196
Reference:	CHANNEL CONTROL MERCHANTS, LLC
Letter of Credit No:	SB74064M

Please send an e-mail to NAC.Collateral@zurichna.com once the transfer is complete or if you have any questions regarding this sight draft.

Sincerely,

Cheryl Vitug
Sr. Collateral Analyst
Zurich American Insurance Company

Zurich American Insurance Company

Credit Risk Management
Collateral Division
1299 Zurich Way, F10-N
Schaumburg, IL 60196

www.zurichna.com

Phone: 847-605-6186

ZURICH

February 05, 2025

At sight, pay to the order of Zurich American Insurance Company the sum of Two Million and Five Hundred Thousand and 00/100 United States Dollars(USD 2,500,000.00)

Drawn under Hancock Whitney Bank Letter of Credit No. SB74064M dated February 22, 2016

To: Hancock Whitney Bank
LETTER OF CREDIT AND TRADE SERVICES
701 Poydras St, SUITE 1400
New Orleans, LA 70139

Zurich American Insurance Company

Credit Risk Management
Collateral Division
1299 Zurich Way
Schaumburg, IL 60196

Cheryl Vitug
Sr. Collateral Analyst
Zurich American Insurance Company

www.zurichna.com

Phone: 847-605-6186

EXHIBIT
F-2

Hancock Whitney Bank
Wire Department

Outgoing Wire - Advice of Debit

Date: 03/07/2025

Originator : HANCOCK WHITNEY BANK
Account # : ******2741

Amount Sent : $3,600,000.00
Currency : USD
Posting Time : 0712

GFX Reference : 2025066000078800

Receiving Bank Info:
026009593

Beneficiary Bank:

Beneficiary Party:
******3152
ZURICH AMERICAN INSURANCE COMPANY
DIRECT COLLATERAL UNIT 1299 ZURICH WAY SCHAUMBURG, IL 60196

Reference for Beneficiary (RFB):

FED Reference Number (IMAD): 20250307L1LFBE2C000173

Originator to Beneficiary Info (OBI): OUR REF NO:SB77464M

Bank to Bank Info (BBI): YOUR REF CHANNEL CONTROL MERCHANTS LLC OUR REF SB77464M

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This email does not create a contract by the sender unless a contrary intent to do so is expressly stated therein.

In addition to this notice, you may receive additional disclosures for qualifying cross border payments.

Hancock Whitney Bank
Wire Department

Outgoing Wire - Advice of Debit

Date: 03/07/2025

Originator : HANCOCK WHITNEY BANK
Account # : ******2741

Amount Sent : $2,500,000.00
Currency : USD
Posting Time : 0712

GFX Reference : 2025066000078700

Receiving Bank Info:
026009593

Beneficiary Bank:

Beneficiary Party:
******3152
ZURICH AMERICAN INSURANCE COMPANY
DIRECT COLLATERAL UNIT 1299 ZURICH WAY SCHAUMBURG, IL 60196

Reference for Beneficiary (RFB):

FED Reference Number (IMAD): 20250307L1LFBE2C000172

Originator to Beneficiary Info (OBI): OUR REF NO:SB74064M

Bank to Bank Info (BBI): YOUR REF CHANNEL CONTROL MERCHANTS LLC OUR REF SB74064M

Please do not respond to this email address as it is an unmonitored mailbox.

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This email does not create a contract by the sender unless a contrary intent to do so is expressly stated therein.

In addition to this notice, you may receive additional disclosures for qualifying cross border payments.

EXHIBIT 2

Proposed Order (Properties)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
HDC HOLDINGS II, LLC, et al,[1]	Case No. 124-12307 (TMH)
Debtors.	**Ref. D.I. ___**

ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Upon consideration of the Motion for Relief from the Automatic Stay (the "Motion")[2] filed by Hancock Whitney Bank ("Hancock Whitney"); and the Court having reviewed the Motion and any responses thereto; and it appearing that the relief sought in the Motion and the entry of this Order are appropriate and necessary; and adequate and sufficient notice having been given; it is hereby

ORDERED that the Motion is **GRANTED** as set forth herein; and it is further hereby

ORDERED that the automatic stay in the above-captioned cases is modified to allow Hancock Whitney to enforce its rights and remedies with respect to the Properties, including without limitation foreclosure under applicable state law; and it is further hereby

ORDERED that the fourteen (14) day stay period provided under Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is waived; and it is further hereby

[1] The Debtors in these chapter 7 cases (collectively, the "Debtors"), together with the last four digits of each Debtor's federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors' headquarters are located at 6892 US Hwy 49 North, Hattiesburg Mississippi 39402.

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

ORDERED that this Order is valid and fully enforceable as of the date of its entry by this Honorable Court.

EXHIBIT 3

Proposed Order (LC Account)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
HDC HOLDINGS II, LLC, et al,[1]	Case No. 124-12307 (TMH)
Debtors.	**Ref. D.I. ___**

ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Upon consideration of the Motion for Relief from the Automatic Stay (the "Motion")[2] filed by Hancock Whitney Bank ("Hancock Whitney"); and the Court having reviewed the Motion and any responses thereto; and it appearing that the relief sought in the Motion and the entry of this Order are appropriate and necessary; and adequate and sufficient notice having been given; it is hereby

ORDERED that the Motion is **GRANTED**; and it is further hereby

ORDERED that the automatic stay in the above-captioned cases is modified to allow Hancock Whitney to exercise its rights of reimbursement for (a) the amounts that will be drawn on (i) that certain Irrevocable Standby Letter of Credit (Account Number XXXX064M), dated February 22, 2016; and (ii) that certain Irrevocable Standby Letter of Credit (Account Number XXXX464M), dated July 19, 2022 (collectively, the "Letters of Credit"); and (b) any and all

[1] The Debtors in these chapter 7 cases (collectively, the "Debtors"), together with the last four digits of each Debtor's federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors' headquarters are located at 6892 US Hwy 49 North, Hattiesburg Mississippi 39402.

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

interest, fees, costs and expenses, including reasonable attorneys' fees, incurred in connection with the Letters of Credit; and it is further hereby

ORDERED that the automatic stay in the above-captioned case is modified to allow Hancock Whitney to exercise its right of setoff; and it is further hereby

ORDERED that to the extent necessary the automatic stay in the above-captioned case is modified to allow Hancock Whitney to close out any and all accounts held by Channel Control Merchants, LLC with Hancock Whitney; and it is further hereby

ORDERED that the fourteen (14) day stay period provided under Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is waived; and it is further hereby

ORDERED that this Order is valid and fully enforceable as of the date of its entry by this Honorable Court.

EXHIBIT 4

Unreported Orders Cited in Motion

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
EVERGREEN SOLAR, INC.,[1]	Case No. 11-12590 (MFW)
Debtor.	**Related Docket Nos. 334, 413, and 655**

ORDER GRANTING BANK OF AMERICA, N.A. RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) FOR CAUSE

Upon the motion (the "**Motion**")[2] of Bank of America, N.A. ("**BANA**") for relief from the automatic stay, pursuant to section 362(d)(1) of the Bankruptcy Code, to exercise its setoff and recoupment rights pursuant to section 553 of the Bankruptcy Code and/or rights as a secured party; and a hearing on the Motion having been held on January 5, 2012; it is hereby,

ORDERED, that the relief sought in the Motion, as modified by the terms of this Order, is GRANTED; and it is further

ORDERED, that BANA is granted relief from the automatic stay and is authorized to immediately recoup and setoff the Debtor's obligation to reimburse BANA for the draw made on the LOC in the amount of $405,520.00, plus $1,058.80 of draw fees, a $45.00 wire fee and accrued interest, against any and all funds on deposit in the Debtor's account #XX3611 maintained with BANA; and it is further

ORDERED, that the Debtor shall immediately escrow $50,000.00 (the "**Escrow Funds**"), to be held in escrow pending resolution of (i) BANA's demand for attorneys' fees (the "**Attorneys' Fees**") and other expenses or costs requested in the Motion in excess of the amount

[1] The last four digits of the Debtor's federal tax identification number are 2254. The Debtor's mailing address is 138 Bartlett Street, Marlboro, MA 01752.

[2] Capitalized terms used in this Order that are not defined shall have the meaning given to them in the Motion.

in account #XX3611 (the "**Additional Amounts**") and (ii) the competing claims of priority of interest between BANA and the Supporting Noteholders with respect to the funds previously held in account # XXXXXX2065 (the "**Subject Account**"); and it is further

ORDERED, that no Escrow Funds shall be disbursed pending further order of this Court; and it is further

ORDERED, that, to the extent that the Debtor, the Supporting Noteholders and BANA cannot reach a resolution by January 31, 2012 of the amount of reasonable Attorneys' Fees, the Additional Amounts and priority of interests in the Subject Account, BANA, the Supporting Noteholders or the Debtor shall be entitled to apply for further relief from this Court; and it is further

ORDERED, that the Debtor and BANA are authorized and directed to take all actions necessary to effectuate the relief granted pursuant to this Order; and it is further

ORDERED, that this Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

Dated: January 17, 2012

The Honorable Mary F. Walrath
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 15
COMPANIA MEXICANA DE AVIACION, S.A. de C.V.,	Case No. 10-14182 (MG)
Debtor in a Foreign Proceeding.	

STIPULATION AND ORDER BETWEEN JPMORGAN CHASE BANK, N.A. AND THE DEBTOR IN A FOREIGN PROCEEDING MODIFYING THE AUTOMATIC STAY TO PERMIT THE APPLICATION OF CERTAIN CASH COLLATERAL

Maru E. Johansen, in her capacity as the foreign representative (the "Foreign Representative") of the above-captioned Debtor in a Foreign Proceeding ("Mexicana"), and JPMorgan Chase Bank, N.A. ("JPMC"), each through its undersigned counsel, hereby stipulate and agree as follows:

RECITALS

A. To effectuate a restructuring of its business and financial affairs, on August 2, 2010, Mexicana voluntarily filed a petition for commencement of a corporate reorganization proceeding under Mexico's Lay de Concursos Mercantiles (the "Concurso Proceeding") before the District Court for Civil matters for The Federal District, Mexico. In connection with the commencement of the Concurso Proceeding, Mexicana's Board of Directors appointed the Foreign Representative and specifically authorized the Foreign Representative to seek relief in this Court under Chapter 15 of Title 11 of the United States Code (the "Bankruptcy Code").

B. On the same date, the Foreign Representative filed a Verified Petition for Recognition of Foreign Main Proceeding and Request for Chapter 15 Relief with this Court on behalf of Mexicana (the "Petition"), pursuant to Sections 1515, 1517 and 1520 of Title 11 of the Bankruptcy Code. On the same date, by separate motion, Mexicana requested that this Court enter

a temporary restraining order and preliminary injunctive relief in this proceeding (the "Proceeding"), pending the hearing on recognition sought in the Petition.

C. On August 18, 2010, this Court entered an order granting the request for preliminary injunction (the "Injunctive Order"), which Injunctive Order, by its terms, remains in effect pending this Court's determination with respect to the relief sought in the Petition. As of the date hereof, the Petition is still pending before this Court.

D. The Injunctive Order granted to Mexicana and its assets in the United States, among other things, the protections afforded under Section 362 of the Bankruptcy Code. Accordingly, the automatic stay is applicable in this Proceeding.

E. JPMC is the issuer of (i) Irrevocable Letter of Credit Number TPTS-644607 and (ii) Irrevocable Letter of Credit Number TPTS-644609 (each, a "Drawn Letter of Credit" and together, the "Drawn Letters of Credit"), which secure certain obligations of Mexicana owing to Wells Fargo Bank Northwest, N.A. ("Wells Fargo"), the beneficiary under the Drawn Letters of Credit, pursuant to certain aircraft operating leases (the "Aircraft Leases").[1] Pursuant to the Drawn Letters of Credit, upon the presentment of compliant documentation from Wells Fargo, JPMC is obligated to pay to Wells Fargo up to $460,000, under each Letter of Credit.

F. On August 31, 2010, Wells Fargo delivered to JPMC sight drafts and drawing certificates with respect to each Drawn Letter of Credit, each asserting the occurrence of an Event of Default under the applicable Aircraft Lease, and requesting to draw funds of $460,000, under each Drawn Letter of Credit. After JPMC determined that each drawing was compliant with the applicable Drawn Letter of Credit, JPMC made such payments, totaling $920,000, to Wells Fargo

[1] Specifically, Letter of Credit TPTS-644607 secures Mexicana's obligations to Wells Fargo under Aircraft Operating Lease Agreement covering one A319-100 Aircraft Serial No. 1618, and Letter of Credit TPTS-644609 secures Mexicana's obligations to Wells Fargo under Aircraft Operating Lease Agreement covering one A319-100 Aircraft Serial No. 1634.

on September 3, 2010.

G. In addition to the Drawn Letters of Credit, Mexicana's reimbursement obligations to JPMC cover an as yet undrawn letter of credit (Credit Number TFTS - 819423), in the principal amount of up to $1.6 million in favor of MK Aviation, S.A., as beneficiary (the "Undrawn Letter of Credit" and, together with the Drawn Letters of Credit, the "Letters of Credit"). Repayment of JPMC under the Letters of Credit is due on demand, if payment is made under a compliant sight draft, which demand has been duly made by JPMC of Mexicana with respect to the Drawn Letters of Credit. Mexicana's reimbursement obligations to JPMC under the Letters of Credit also include interest, fees, costs and expenses, including reasonable attorney's fees incurred in connection with the Letters of Credit and other letters of credit. Letter of Credit fees currently outstanding total $24,869.92 plus accrued interest through September 19, 2010 on the Drawn Letters of Credit in the amount of $2,718.22 plus per diem interest of $159.90 (subject to any changes in the Prime Rate) plus legal fees from inception through September 19, 2010, in the amount of $11,095 (together with any reasonable legal fees incurred subsequent to such date). All of these reimbursement obligations are secured by cash collateral held by JPMC in the amount of $2.76 million (the "Cash Collateral"), which security interests were granted by Mexicana to JPMC, pursuant to certain Assignments of Deposit(s) and the letter of credit applications executed by Mexicana.

H. The parties hereto agree that the automatic stay in this Proceeding should be modified to permit JPMC to apply such portion of the Cash Collateral as is required to reimburse JPMC for (i) the amounts drawn under the Drawn Letters of Credit and (ii) any and all interest, fees, costs and expenses, including reasonable attorney's fees, incurred in connection with the Letters of Credit and other letters of credit. The parties also agree that JPMC should be permitted to continue to hold the remaining portion of the Cash Collateral to secure Mexicana's reimbursement

obligations under the Undrawn Letter of Credit.[2]

STIPULATION AND ORDER

1. Upon this Stipulation being "So Ordered" by this Court, the automatic stay in this Proceeding is modified so as to permit the JPMC to apply such portion of the Cash Collateral, as is required to reimburse JPMC for (i) the amounts drawn under the Drawn Letters of Credit, which, for the avoidance of doubt, total $920,000, plus (ii) interest, fees, costs and expenses, including reasonable attorney's fees, permitted under the Letters of Credit and other letters of credit.

2. The parties further agree that, following the application of the Cash Collateral as contemplated in paragraph 1 of this Stipulation, JPMC shall continue to hold the remaining portion of the Cash Collateral to secure Mexicana's reimbursement obligations under the Undrawn Letter of Credit; provided that nothing herein shall be construed as a waiver of any rights or obligations of JMPC or Mexicana under the Undrawn Letter of Credit, and each party expressly reserves its rights with respect thereto.

3. The parties hereto agree that the agreements set forth in this Stipulation shall not be modified or amended without the prior written consent of both parties hereto. Any modifications or amendments to this Stipulation, in whole or in part, shall be subject to further approval of this Court. No statement made or action taken in the negotiation of this Stipulation may be used by any party for any purpose whatsoever.

4. The 14-day stay period under Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is hereby waived and this Stipulation shall be effective immediately upon its being So Ordered by this Court.

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[2] In the event that the Undrawn Letter of Credit is drawn, JPMC will seek Mexicana's consent or apply to the Court for further relief from the automatic stay before applying Cash Collateral to the reimbursement obligations of Mexicana, and to the extent that JPMC is reimbursed in full from the Cash Collateral, JPMC shall turn over any excess Cash Collateral to Mexicana within three (3) business days thereafter.

5. This Stipulation: (a) is the entire agreement between the parties in respect of the subject matter hereof; and (b) may be signed in counterpart originals or by facsimile or electronic signature, which together shall constitute one and the same instrument.

6. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation, interpretation or enforcement of this Stipulation.

WHEREFORE, the parties to this Stipulation respectfully request that this Court enter an order authorizing the relief set forth herein.

Dated: New York, New York
September 27, 2010

Respectfully submitted,

DUANE MORRIS LLP

Attorneys for the Foreign Representative

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It is So Ordered.

Dated: October 6, 2010
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

2015 WL 499297
Only the Westlaw citation is currently available.
United States Bankruptcy Court, D. Delaware.

IN RE:REICHHOLD HOLDINGS US, INC., et al., Debtors.

No. 14-12237-MFW.
|
January 12, 2015.

Chapter 11

Jointly Administered

Re: D. I. # 350

Order Granting Motion for Relief from the Automatic Stay

Mary F. Walrath, Judge.

***1** Upon consideration of the Motion for Relief from the Automatic Stay (the "Motion") filed by Wells Fargo Bank, N.A. ("Wells Fargo"); the Limited Objection to Motion of Wells Fargo Bank, N.A. for Relief from the Automatic Stay (the "Objection"), and upon the Court having reviewed the Motion, the Objection and any responses thereto; and it appearing that the relief sought in the Motion and the entry of this Order are appropriate and necessary; and adequate and sufficient notice having been given; it is hereby

ORDEREDthat the Motion is**GRANTED**; and it is hereby further

ORDEREDthat the automatic stay in the above-captioned case is modified to allow Wells Fargo to exercise its rights of reimbursement for (a) the amounts that will be drawn on (i) that certain standby letter of credit (Account Number XXXXXXXXX), dated January 14, 2005; and (ii) that certain standby letter of credit (Account Number XXXXXXXXX), dated January 14, 2005 (collectively, the "Letters of Credit"); and (b) any and all interest, fees, costs and expenses, including reasonable attorneys' fees, incurred in connection with the Letters of Credit subject to the terms of this Order; it is hereby further

ORDEREDthat despite anything to the contrary in any order allowing the sale of the Debtor's assets, Wells Fargo is entitled to exercise its rights of setoff with respect to the accounts ending in xxx3272 and xxx7010 (the "Collateral Accounts"); and it is hereby further

ORDEREDthat the collective value of the Letters of Credit does not exceed $2,421,052; and it is hereby further

ORDEREDthat Wells Fargo has a first priority perfected security interest in the Collateral Accounts; and it is hereby further

ORDEREDthat the automatic stay in the above-captioned case is modified to allow Wells Fargo to exercise its right of setoff as set forth herein. The parties have agreed that if or when the beneficiary under the Letters of Credit draws down on all or any portion of the Letters of Credit, Wells Fargo can setoff the amount drawn down, plus a draw fee of up to $1,500 per Letter of Credit as well as the $400.00 fees for the non-renewals against the Collateral Accounts; it is hereby further

ORDEREDthat except as set forth herein, the parties reserve all rights with respect to the amount of Wells Fargo's claim for attorney fees and costs. Wells Fargo will provide the Debtor with an estimate of its remaining fees and costs. Within five (5) business days of receipt, the Debtor will either agree to the amounts stated or explain its disagreement. If the parties are in agreement, Wells Fargo can setoff its fees and costs against the Collateral Accounts without further order of this Court. If the parties have not reached an agreement, a hearing will be held on January 27, 2015 at*10:30 AM*at which time any dispute remaining as to the amount of fees and costs asserted by Wells Fargo will be fully and finally resolved.

***2 ORDERED**that to the extent necessary, the automatic stay in the above-captioned case is modified to allow Wells Fargo to close out any and all accounts held by Reichhold, Inc. with Wells Fargo. For the avoidance of doubt, the accounts may be closed upon a full and final resolution of the issues raised by Wells Fargo in the Motion and this corresponding Order, the Letters of Credit have either been drawn, expired or terminated; any obligations relating to the Letters of Credit are finally resolved; and all fees related to the Letters of Credit, Collateral Accounts or attorney fees owed by the Debtor to Wells Fargo have been paid; and it is hereby further

ORDEREDthat the fourteen (14) day stay period provided underRule 4001(a)(3) of the Federal Rules of

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Bankruptcy Procedureis waived; and it is hereby further

ORDEREDthat this Order is valid and fully enforceable as of the date of its entry by this Honorable Court.

Dated:*January 12*, 2015

Wilmington, Delaware

<<signature>>

The Honorable Mary F. Walrath

United States Bankruptcy Judge

All Citations

Not Reported in B.R. Rptr., 2015 WL 499297

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CERTIFICATE OF SERVICE

I, Brett D. Fallon, hereby certify that on March 11, 2025, a true and correct copy of the foregoing *Motion of Hancock Whitney Bank for Relief from the Automatic Stay* was served: (a) via the Court's Electronic Case Filing (ECF) system on all parties registered to receive electronic notices in this case and (b) upon the parties listed below by electronic mail and first-class mail.

Via Email and First-Class Mail

Ricardo Palacio Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Fl. Wilmington, DE 19801 rpalacio@ashbygeddes.com	Michael R. Nestor Andrew L. Magaziner S. Alexander Faris Kristin L. McElroy Andrew M. Lee Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 N. King Street Wilmington, DE 19801 mnestor@ycst.com amagaziner@ycst.com afaris@ycst.com kmcelroy@ycst.com alee@ycst.com

Dated: March 11, 2025

/s/ Brett D. Fallon
Brett D. Fallon