

CORRECTED

COPY

RECIPROCAL EASEMENT AND OPERATION AGREEMENT

AGREEMENT, made as of this ¹⁴/_{th} day of October, 2000, between **ERGON PROPERTIES, INC.** having an office at 2829 Lakeland Drive, Jackson, Mississippi 39208 ("Landholder"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having an office at 2455 Paces Ferry Road, N.W., Building C, 20th Floor, Atlanta, Georgia 30339-4024 ("HD").

Preliminary Statement

Landholder is the owner in fee of certain real property located in the City of Brandon, Rankin County, Mississippi, consisting of 10.123 acres which Landholder intends to develop as separately subdivided parcels and to construct a four lane boulevard. The subdivided parcels are identified on the Site Plan (defined below) and hereinafter sometimes individually referred to as "Major Retail O", "Outparcel A", "Outparcel B", "Outparcel C" and "Outparcel D" and more particularly described respectively in Schedules A-1, A-2, A-3, A-4 and A-5 attached hereto and by this reference made a part hereof. The four lane boulevard is identified as "Proposed Four Lane Boulevard" on the Site Plan and is more particularly described on Schedule A-6 attached hereto and by this reference made a part hereof. Major Retail O", "Outparcel A", "Outparcel B", "Outparcel C" and "Outparcel D" and "Proposed Four Lane Boulevard" are hereinafter collectively referred to as the "Landholder's Parcel". Landholder intends to construct on Landholder's Parcel the retail and related service use buildings and related parking and site facilities that are indicated on the site plan attached as Schedule C and by this reference made a part hereof (the "Site Plan").

Landholder owns certain other additional property adjacent to and south and west of the Landholder Parcel, consisting of approximately 260 acres, which Landholder intends to develop in the future for additional retail or commercial use (the "Future Development Parcel"), more particularly described or depicted on Schedule D. The Future Development Parcel shall not be a part of the Center (as hereinafter defined), however the parties intend to provide herein for certain limited easements between the Landholder's Parcel, the Future Development Parcel and/or the HD Parcel.

HD is the owner in fee of certain real property consisting of approximately 12.541 acres (the "HD Parcel"), located contiguous to and north and east of the Landholder's Parcel. The HD Parcel is more particularly described in Schedule B annexed hereto and by this reference made a part hereof. HD intends to construct on the HD Parcel a building containing approximately 108,000 square feet of ground floor area (exclusive of mezzanine), a garden area and truck loading docks, customer pickup and compactor facilities and related parking and site facilities in the areas indicated on the Site Plan. Landholder's Parcel and the HD Parcel will constitute a commercial retail shopping center and are herein collectively referred to as the "Parcels" or the "Center", and each individually (or as subdivided) as a "Parcel". Landholder and HD intend to develop the Center in accordance with that certain Development Agreement between Landholder and HD, dated of even date herewith (the "Development Agreement").

COPY

Landholder and HD recognize that for the most favorable development of the Center, it is necessary that they agree and cooperate with respect to the operation and maintenance of their Parcels and the common areas and facilities to be erected thereon including, without limitation, roadways, drives, curbs, curb cuts, storm water detention and retention facilities, lighting, landscaping and irrigation, identification monument signs and directional and traffic control signs (collectively, the "Common Areas"). Landholder and HD therefore intend herein to grant to each other for the benefit of the HD Parcel and Landholder's Parcel certain reciprocal easements for pedestrian and vehicular ingress and egress (but not parking) over the common curb cuts, roadways, driveways, aisles, and walkways for access and for delivery and to grant certain rights to install and maintain utility lines and site facilities within the Common Areas. Landholder and HD also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of their respective Parcels and the Common Areas and facilities constructed and to be constructed thereon. Such easements, obligations and restrictions shall run to the benefit of, and bind the respective Parcels, and the owners from time to time of the Center or any portion thereof. The terms HD or Landholder shall be deemed to refer to such parties and the respective heirs, successors, grantees and assigns of such parties, and any net lessee of any Parcel or part thereof who has assumed all of the obligations of the owning party (individually the "Owner", or collectively, the "Owners").

Landholder and HD further intend to provide for certain reciprocal ingress/egress rights across the Proposed Four Lane Boulevard benefiting the Future Development Parcel and benefiting HD Parcel in the event such Proposed Four Lane Boulevard is extended across the Future Development Parcel. In addition, Landholder, future Owners of Major Retail O and/or Outparcel A, may in their sole discretion, construct a two lane drive adjacent to and south of Major Retail O and Outparcel A substantially in the area shown on the Site Plan. In such event Landholder and HD intend to provide for ingress/ egress access rights across the drives located on Major Retail O and/or Outparcel A for vehicular and pedestrian access to said proposed two lane drive.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Landholder and HD hereby grant, covenant and agree as follows:

ARTICLE I - GRANT OF EASEMENTS

Section 1.01. Access Easements.

(a) The Owners of the HD Parcel and Landholder's Parcel hereby grant and convey, each to the other, for the benefit of the HD Parcel and Landholder's Parcel, a non-exclusive easement and right to the use during the term of this Agreement of the Common Areas and the common curb cuts, roadways, driveways, bridges, aisles and walkways (but not parking) located on the HD Parcel and the Landholder's Parcel and indicated on the Site Plan and located on the Parcel of the granting Owner, for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians, including but not limited to the driveways providing access to the Proposed Four Lane Boulevard and if constructed, the proposed two lane drive shown on the Site Plan. The facilities and improvements, as currently planned are depicted substantially on the Site Plan. Except as otherwise set forth herein (and subject to DOT requirements and final Site Plan

approval by the applicable governmental authorities), the Site Plan shall not preclude any Owner from configuring or reconfiguring (subject to Section 3.1 herein) such facilities or improvements wholly contained on such Owner's Parcel; provided however HD agrees that it shall not relocate or reconfigure the drive identified on the Site Plan as "Access Drive A" and "Access Drive B".

(b) The Owner of Landholder's Parcel and the Future Development Parcel hereby grants and conveys to Owner of the HD Parcel and future Owners of Future Development Parcel for the benefit of the Future Development Parcel, HD Parcel and Landholder's Parcel a non-exclusive easement and right to use in conjunction with others the Proposed Four Lane Boulevard also referred to as "Orleans Way" (as same may be extended in the future) for the purposes of ingress, egress, passage and delivery by vehicles and pedestrians.

(c) The easements as respectively granted hereby and granted in Section 1.02 shall be for the benefit of the Owners of the HD Parcel, Landholder's Parcel, Future Development Parcels, respectively and each such Owner may grant the benefit of such respective easement to the tenants and other occupants of the HD Parcel and the Landholder's Parcel and the Future Development Parcels for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Center. Such easement areas are reserved for said use for the term of this Agreement.

Section 1.02. Utility Easements. The Owners of the HD Parcel and Landholder's Parcel hereby grant and convey, each to the other, for the benefit of the HD Parcel and Landholder's Parcel an easement in, to, over, under and across the Common Areas of the HD Parcel and Landholder's Parcel for the purpose of installation, operation, maintenance, repair, replacements, removal and relocation of underground storm sewer lines, sanitary sewer pipes, septic systems, water and gas mains, electric power lines, telephone lines, and other underground utility lines ("Utility Lines") to serve the facilities located on the HD Parcel and Landholder's Parcel. The installation of any Utility Lines shall be subject, as to location, to the approval of the granting Owner, which approval shall not be unreasonably withheld or delayed.

The Owners of the HD Parcel and Landholder's Parcel or any designee served by such Utility Lines may operate, maintain and repair (and, if it does not interfere with the use of the granting Owner's Parcel, relocate) such Utility Lines, provided such repair and maintenance is performed expeditiously and only after five (5) business days' written notice to the granting Owner utilizing or serviced by said Utility Lines or the parking area or drive to be affected by any construction work. The party performing the repair shall, at its cost and expense, repair any damage to any improvements. Each Owner shall indemnify and hold the granting Owner and any occupant of the granting Owner's Parcel harmless from any claims, damage or loss which may result from the activities in making such repairs or relocating its facilities.

The Owner of the HD Parcel hereby covenants and agrees to grant to utility companies, as may be needed, a non-exclusive easement for access to that certain area located on the HD Parcel and identified on the Site Plan as "Proposed 10' Utility Easement", for the purpose of installing, maintaining, operating, repairing and replacing or removing respective utility pipes, lines, mains or systems thereon. Owners of the Landholders Parcel and the HD Parcel hereby

reserve a five foot strip located on their respected Parcels along the right of way of the Proposed Four Lane Boulevard, (reference on the Site Plan as a "Proposed 5' Utility Easement") for the purpose of installing, maintaining, operating repairing and replacing or removing respective utility pipes, mains or systems thereon; as may be required in the future. All installation, maintenance or repair of any utility lines within the Proposed 5' Utility Easement which may limit, obstruct or prevent access through Access Drive A or Access Drive B must be done at designated times approved by HD.

Section 1.03. Storm Water Drainage and Detention Easement.

(a) Owners of the HD Parcel and Landholder's Parcel hereby grants to each other for the benefit of the HD Parcel and any future owners of Major Retail O, an easement to use the storm water detention pond constructed or to be constructed in the area located partially on Major O and partially on the HD Parcel and identified on the Site Plan as the "Detention Pond" with the right and easement to pipe such runoff (primarily from roof top drainage from building(s) located on the HD Parcel and Major Retail O) between the HD Parcel or Major Retail O and the Detention Pond, along reasonable access for maintenance of said pond subject to Article II herein.

(b) The Owner of Landholder's Parcel and Future Development Parcel hereby grants to the Owner of the HD Parcel, for benefit of HD's Parcel, a non-exclusive easement for general storm water runoff and drainage into certain drainage pipes which lead to an existing creek located on the Future Development Parcel and identified on the Site Plan as ("the Creek") with the right and easement to pipe such runoff as applicable.

Section 1.04. Temporary Construction Easement.

(a) Grant of Easement. In connection with any construction work to be performed in the development of the Center (including, but not limited to, the construction of the Detention Pond to be performed by HD and construction of future curb cuts into the Outparcels in accordance with the Development Agreement), each Owner hereby grants the other temporary easements for incidental encroachments upon the party's Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting the other party from the risks involved. In no event shall an Owner stage any construction on the Parcel of another Owner. All construction traffic for Outparcels A and B shall use Access Drive A and all construction traffic for Outparcels C and D shall use Access Drive B, only to extent necessary to provide immediate access to those respective Outparcels. The parties will cooperate and cause their respective contractors to cooperate with each other in the coordination of construction schedule so as to facilitate the construction of the improvements on their respective Parcels.

(b) Entry on another Parcel. Except in an emergency in which case the work may be initiated after reasonable notice, in the event of any entry by either Owner onto the other Owner's Parcel for the performance of any work permitted or required hereunder that will take

more than one (1) day to complete or that would otherwise materially and adversely affect access to or the operation of the Owner's Parcel so entered (the "Affected Owner"), the entering Owner shall notify the Affected Owner at least fifteen (15) days prior to the commencement of such work. The entering Owner shall complete such work in accordance with a schedule of performance which must be furnished to and approved by the Affected Owner prior to the commencement of any such work; provided, however, that if such approval has not been granted or denied within fifteen (15) business days after receipt of such schedule by the Affected Owner then such schedule shall be deemed to be approved. Such schedule shall detail the stages of any such work, the time for completion of each stage, and the portions of the Common Areas that will be affected by such work at such times. Unless otherwise approved by HD (which approval shall not be unreasonably withheld), such work shall not be performed during the months of March, April and May on the HD Parcel. In the event the entering Owner fails to complete such work in accordance with the schedule of performance approved by the Affected Owner and such work impedes or interferes with normal access to the Affected Owner's Parcel, the operation of the Common Areas, or the Affected Owner's business, then after not less than one (1) day's notice (subject to force majeure as that term is defined in Section 6.05 below), in addition to all other rights or remedies available to an Owner hereunder or at law or in equity, the Affected Owner may complete such portions of any and all then remaining reconstruction, repairing or repaving as it elects, all at the expense and for the account of the entering Owner. If the Affected Owner elects to proceed pursuant to the immediately preceding sentence, then the Affected Owner shall be reimbursed for any amounts paid or incurred by the Affected Owner to complete any portion of such reconstruction, repairing, or repaving within thirty (30) days of demand for payment accompanied by lien waivers from the contractor(s) providing such work and reasonable evidence of the cost of such work. If the entering Owner fails to reimburse the Affected Owner for any such amount within the thirty (30) day period following the Owner's demand thereof, interest shall accrue thereon at the Interest Rate (as hereinafter defined in Section 6.01 (a)) from and after the thirtieth day following any such demand for payment, and the provisions of this Agreement respecting the creation of an equitable charge and continuing lien on the entering Owner's Parcel shall apply to the payment of such amount.

(c) Staging and Storage Areas. Prior to constructing, reconstructing, repairing, maintaining or remodeling a building or maintaining or substantially repairing the Common Areas (to the extent permitted under this Agreement) on any Parcel, each Owner shall designate an area on such Owner's Parcel to be used as a staging and storage area. All storage of materials and parking of construction vehicles shall occur only within the staging and storage areas located upon the constructing Owner's Parcel. Vehicles of workers shall be parked on the constructing Owner's Parcel, outside the staging and storage area, in locations which neither impede the construction or use of the Common Area nor are in front of any other Owner's storefronts. If substantial construction is to be performed, the constructing Owner shall, at the request of the other Owner, fence off the staging and storage area in the manner provided in Section 1.03(d) below. Upon completion of such construction, the constructing party shall restore the affected portion of the Common Areas to a condition at least equal to that existing prior to the commencement of such work. The staging and storage areas shall not materially interfere with ingress and egress between any of the buildings or Common Areas within the Center and any adjacent roadways or highways.

(d) Fencing. Each Owner shall, at its own cost and expense, fence off or caused to be fenced off any substantially uncompleted construction, repair, restoration, alteration, or remodeling work (other than interior tenant finish work) performed by any occupant on any Parcel unless such occupant continues to be open for business during such construction, in which case fencing shall not be required. Such fencing shall be chain-link, or otherwise sufficient to protect other buildings and the permittees of the Center from safety hazards, caused by any such repair, restoration, alteration or remodeling. No commercial signs or other advertising material shall be placed upon such fences without the prior written approval of the other Owner.

(e) Indemnity. Each Owner shall indemnify, defend, and hold the other Owner harmless from and against any and all loss, cost, damage, injury, or expense (including, without limitation, reasonable attorneys' fees) arising by reason of injury to or death of persons or damage to property, or claims of lien for work or labor performed or materials or supplies furnished, all arising out of or in connection with the use by the indemnifying Owner of the easements granted pursuant to this Agreement or the exercise by such Owner of the rights granted to it in this Agreement.

(f) Insurance. With respect to any construction work to be performed by each Owner hereunder, and at all times until such work is complete, each of the Owners shall, at its own cost and expense, maintain or cause to be maintained in full force and effect, a policy or policies of commercial general liability insurance and (once footings are installed) builder's risk insurance. Said insurance shall be carried by a reputable insurance company or companies rated A- or better by A.M. Best and having limits for loss of life or bodily injury in the amounts of not less than \$3,000,000 for each occurrence and \$500,000 for property damage for each occurrence. Each Owner shall maintain or cause to be maintained contractual liability insurance specifically endorsed to cover said Owner's agreement to indemnify as set out in Section 4.01. Additionally, each Owner shall also maintain or cause to be maintained workers' compensation insurance with coverage in at least the minimum amount specified by law. Notwithstanding the foregoing, any Owner responsible to maintain such insurance may "self insure", or provide for a deductible from said coverage related to its Parcel, to the extent of one percent (1%) of the net worth of said Owner in its last annual or fiscal year as certified by an independent certified public accountant and computed in accordance with generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations provided that the coverage pursuant to such blanket policy or policies is not reduced below the coverage required under this Agreement as a result thereof. Each Owner shall, upon written request from the other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as hereinabove provided, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies (or that would have been covered but for the fact that such Owner self insures), against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies (or that would have been payable, but for the fact that such Owner self insures), whether or not such

damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants.

Section 1.05. Pylon Sign Easement: The Owners of Landholder's Parcel and the Future Development Parcel hereby grant to the Owner of HD Parcel a perpetual non-exclusive easement to construct, use and maintain a sign panel on the Development Sign located on Landholder's Parcel or the Future Development Parcel as provided in Section 2.04 herein. The Owner of the HD Parcel hereby grants to the Owner of Major Retail O and Owner of Landholder's Parcel a non-exclusive easement to construct, use and maintain sign panel on the Center Sign located on the HD Parcel subject to the provisions of Section 2.04(b) herein. HD shall have reasonable access to Landholder's Parcel or the Future Development Parcel for purposes of erecting, illuminating, maintaining, repairing and/or replacing its sign panel located on the Development Sign.

Section 1.06. Restrictions. The easements granted by this Article I shall be subject to the covenants and restrictions set forth in Article III.

ARTICLE II - MAINTENANCE AND OPERATION

Section 2.01. Maintenance and Repair.

(a) Each Owner shall maintain, repair and replace all improved portions of the Common Areas located on its respective Parcel, so as to keep such areas at all times in a safe, sightly, good and functional condition to standards of comparable community shopping centers in the market area.

(b) Each Owner shall be responsible for keeping the Common Areas on its own Parcel clean and free from refuse and rubbish. Any landscaped areas on the respective Common Areas shall be mowed and otherwise tended to by the Owner thereof in accordance with landscaping requirements set forth in the Signage, Lighting and Landscaping criteria attached hereto as Exhibit "E" and by this reference made a part hereof.

(c) Each Owner shall repave, re-stripe and replace markings on the surface of the parking areas and driveways in its Parcel from time to time as and when necessary so as to provide for the orderly parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas. Any striping and other markings shall be consistent with the Site Plan, and the lighting, paving and striping materials shall be consistent with that used in the Center.

(d) Each Owner shall service, maintain, repair and replace, and pay the cost of any fees or charges in connection with the Utility Lines located on its Parcel to the extent that such Utility Lines service the improvements on that Parcel or service the Center as a whole if such services are not provided. To the extent that any Utility Line exclusively servicing any Parcel crosses another Owner's Parcel, such Utility Line shall be so maintained by the party served by the Utility Line, subject to the provisions of Section 1.02. Maintenance of any portion of any Utility Lines serving more than one Parcel shall be performed by the Owner of the Parcel crossed

by the Utility Line, but the cost thereof shall be shared on an equitable basis based upon the relative consumption or usage of the utility furnished from such Utility Line. Notwithstanding anything in the foregoing to the contrary, the Owner of Major Retail O agrees to assume the obligations related to maintenance and operation of the Detention Pond and any storm water pipes related to same. Owner of the HD Parcel and Owner of Major Retail O or any future Owners and users of said Detention Pond shall be responsible to pay its respective Share (as hereinafter defined) of the cost of such maintenance obligations. As used herein the term "Share" shall mean a fraction, the numerator of which shall be the number of square feet of floor area (exclusive of the garden center area on the HD Parcel, mezzanines used for storage and related office and non-sales uses) in all structures located on such Owner's Parcel as measured from the exterior base of any exterior wall and to the center line of any party wall ("Building Floor Area"), and the denominator of which shall be equal to the aggregate of the Building Floor Area (as so measured) in all buildings of Owners or users responsible to contribute to the cost of maintenance of the Detention Pond.

(e) Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel.

(f) Each Owner shall cause the Common Areas and all buildings and improvements located on its Parcel to comply with all applicable requirements of law and governmental regulation applicable thereto, provided however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the Common Areas for their intended purposes.

Section 2.02. Operation and Lighting.

(a) Each Owner shall keep the roadways and parking areas of its respective Parcel open to the customers of the Center seven days a week at all times and lighted after dusk until 11:00 p.m. on Monday through Saturday and from dusk until 7:00 p.m. on Sunday ("Normal Lighting Hours"). Any Owner or occupant of a Parcel may require the lights on any other Parcel to be kept lighted after Normal Lighting Hours if such Owner or occupant reimburses the requested Owner for the additional electrical costs incurred thereby, which cost shall be shared on a pro rata square footage basis with any other occupant which remains open during such additional hours.

(b) Any facilities and fixtures to be used in the lighting of the roadways or parking areas of the Center shall be constructed in accordance with the specifications designated in the Development Agreement and the Signage, Lighting and Landscaping criteria attached hereto as Exhibit "E" and by this reference made a part hereof or as may otherwise be mutually agreed upon by the Owners. The Center's lighting facilities and fixtures shall be designed and installed with separate meters to measure the electricity consumed on the respective Parcels. Unless otherwise approved by the Owner of the HD Parcel in writing, the exterior lighting fixtures on Landholder's Parcel shall not exceed the average lighting output of the exterior lighting fixtures on the HD Parcel.

Section 2.03. Delegation of Management. The Owners may enter into an agreement, with the consent of the Owners of all Parcels affected thereby, appointing one of the Owners or a third party to perform all or portions of the maintenance and repair of the Common Areas and related facilities of the Center.

Section 2.04. Signs.

(a) **Development Sign.** Subject to required governmental approvals, Landholder shall erect, one (1) free-standing development pylon sign ("the Development Sign") at the location indicated on the Site Plan in accordance with the Signage, Lighting and Landscaping criteria attached hereto as Exhibit "E". The Development Sign shall provide signage for the contemplated development of which the Center is the first phase. Owners or tenants whose improvements exceed sixty thousand (60,000) square feet or other Owner or tenant permitted by Landholder shall each be entitled to display their name or logo on a display panel of the Development Sign, provided that the number of display panels shall not exceed seven (7). Home Depot shall be entitled to display its standard logo on the upper left panel of the Development Sign as shown on Exhibit "E". Each displaying Owner or tenant shall pay the cost of preparing and installing its display panel. Landholder shall be responsible for maintaining the Development Sign, provided, however, that each Owner or tenant utilizing a display panel on the Development Sign shall reimburse Landholder for such party's pro rata share of the cost of maintaining and operating the sign by multiplying such costs by a fraction, the numerator of which shall be the size of such owner's sign and the denominator of which shall be the total available sign area on the Development Sign. Each Owner or tenant utilizing a display panel shall also refund to Landholder upon installation of said display panel, its pro rata share of the cost of constructing the Development Sign in the same manner stated previously herein.

(b) **Center Sign.** Subject to required governmental approvals, HD shall erect, at HD's expense one (1) free-standing center pylon sign (the "Center Sign") at the location indicated on the Site Plan in accordance with the criteria set forth in Exhibit "E". The Center Sign shall provide one panel each for display of the name or standard logo of HD and the Owner or tenant of Major Retail O, and up to three additional panels for utilization of businesses operated on Outparcels A, B, C or D as determined by Landholder. Additional panels may be added by mutual agreement of Landholder and HD. Each displaying Owner shall pay the cost of preparing and installing its display panel. HD shall be responsible for maintaining the Center Sign, provided, however, that each Owner or tenant utilizing a display panel on the Center Sign shall reimburse HD for such party's pro rata share of the cost of maintaining and operating the sign by multiplying such costs by a fraction, the numerator of which shall be the size of such owner's sign and the denominator of which shall be the total available sign area on the Center Sign. Each Owner or tenant utilizing a display panel on the Center Sign shall also refund to HD upon installation of said display panel, its pro rata share of the cost of constructing the Center Sign in the same manner stated previously herein.

(c) Anchor Signage. HD and the Owner or tenant of Major "O" shall be entitled to erect, operate and maintain, at their respective sole cost and expense, their standard building mounted signage to identify store names and products.

(d) Pad Signs. Each Owner of a Parcel shall be entitled to erect a free-standing pad sign on its Parcel in accordance with the criteria set forth on Exhibit "E" (a "Pad Sign"). Each Owner shall be obligated to maintain and repair, at its sole expense, the Pad Sign on its Parcel. Such signs shall be kept in a clean and aesthetically pleasing condition, in keeping with the highest standards of retail shopping centers in the area in which the Center is located.

(e) Other Signs. No exterior building signs shall extend above the building roof line or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

ARTICLE III - COVENANTS AND RESTRICTIONS

Section 3.01. Restrictions on Common Areas. The Center shall be subject to the following restrictions which shall be binding on each Owner and each of its tenants, occupants, employees, agents or invitees:

(a) No obstruction to the free flow of traffic and use of the parking and delivery facilities shall be permitted, except to the extent, if any, indicated on the Site Plan or herein expressly provided for. No obstruction to the free flow of traffic shall be permitted across the Access Drive A and Access Drive B as shown on the Site Plan.

(b) No building or other structure (other than signage and lighting structures permitted pursuant to this Agreement) of any kind shall be permitted within the "View Corridors" identified on the Site Plan, without HD's consent.

(c) No building or other structure of any kind shall be permitted in portions of the Center except in the "Permissible Building Areas" ("P.B.A.") which shall include all land area of a Parcel exclusive of the area within the View Corridors; nor shall said building or structure in the P.B.A. exceed the "Maximum Building Area" indicated on the Site Plan, subject to the parking requirements set forth in 3.01(d) below.

(d) No building or other structure shall be permitted within the Center if such building or other structure would reduce the parking ratio within the Center, or any individual Parcel, to fewer than four parking spaces for every 1,000 square feet of floor space (exclusive of the garden center on the HD Parcel, mezzanine level space used only for storage and related offices and non-sales uses) located therein, or below the number of parking spaces required under applicable governmental rules, regulations and ordinances. Notwithstanding anything in the foregoing to the contrary, restaurants within the Center (excluding "hot dog carts" or similar non-permanent food vendors of less than 50 square feet) shall have a parking ratio of no fewer than ten (10) spaces for every 1,000 square feet of floor space subject to any more restrictive

requirements of applicable governmental codes, rules or regulations. Each Parcel within the Center shall have self-contained parking in accordance with the parking ratios set forth herein.

(e) Any construction shall be conducted in a manner which will limit, to the maximum extent practicable any interference with the operation of the balance of the Center.

(f) No building, structure or improvement on any Outparcel shall exceed one (1) story or exceed twenty-eight (28) feet in total height inclusive of architectural features.

(g) No portion of the Center shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(h) No portion of the Center may be leased, used or occupied as a health spa or exercise facility; theatre; movie theatre; bowling alley; billiard parlor; funeral parlor; flea market; industrial manufacturing; automobile dealership; discotheque; skating rink; bar (other than incidental to a business operated primarily as a restaurant) or social encounter restaurant. No restaurant shall be permitted to operate on Landholder's Parcel within 300 feet of the main entrance of the building to be erected on the HD Parcel and such restaurant shall be subject the parking requirements set forth in Section 3.01(d) above.

(i) No portion of the Center may be leased, used or occupied as an adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor; so-called "head shop"; unsupervised amusement arcade or game room; body and fender shop; car wash; off-track betting parlor; or restaurant or fast food operation incorporating coin-operating amusements or showing movies to its customers thereof other than as an incidental or immaterial part of its business.

(j) No portion of the Center outside of the HD Parcel may be used for a home improvement center or the sale of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper, carpeting, floor coverings, cabinets, siding, ceiling fans, gardening supplies, nursery products, home appliances (including without limitation, stoves, dishwashers, washing machines, dryers, microwaves, refrigerators), furniture, pool supplies, or other related items customarily carried by a home improvement center except for the incidental sale of such items. Notwithstanding the foregoing, the sale or use of less than 2,000 square feet for the sale of paint, wallpaper or ceiling fans in the aggregate shall not be deemed to constitute a violation hereof.

(k) There shall be no promotion, entertainment, amusement or other activities in the Common Areas which would interfere with the use of the Common Areas and related facilities for their intended purposes. Notwithstanding the foregoing, HD may utilize the portions of the Common Areas designated on the Site Plan for purposes of Christmas tree sales and other seasonal sales and may use all sidewalks on the HD Parcel for the display and sale of merchandise.

Section 3.02. Special Building and Curb Cut Restrictions.

(a) The Owner of Landholder's Parcel hereby covenants and agrees that no building or improvements shall be placed or constructed on said Parcel that would cause any building on the HD Parcel to lose its "Type-4-Unprotected Unlimited Area" classification (or its equivalent classification). As used herein, a "Type-4-Unprotected Unlimited Area" classification or its equivalent shall refer to the classification of a building or structure, pursuant to applicable fire or building codes and ordinances as same are interpreted by the applicable governmental authorities, as not having a fire rating and as not having a maximum limit on floor area.

(b) The Owners of the Outparcels hereby covenant and agree that no curb cuts shall be installed on Outparcels A, B, C, or D within the "No Access Zone" depicted on the Site Plan and Owners of the Outparcels shall provide notice of the location of any permissible curb cut to HD prior to construction of same. The construction of curb cuts shall be at such Owner's sole cost and shall not materially interfere or impede the operation of HD business on the HD Parcel.

Section 3.03. Special Restrictions Regarding Construction. In connection with the construction and development work to be performed on the Center, the Owners acknowledge that the construction of the HD store building (the "HD Construction") may commence prior to the commencement of building construction on the remainder of the Center (collectively, "Subsequent Construction"), and that all or portions of the Subsequent Construction may occur at times when the HD store may be open for business. Because the development of the Center will be conducted in phases, the Center shall be subject to the following additional restrictions, which shall be binding on each Owner and each of its tenants, occupants, employees, agents and invitees:

(a) All Subsequent Construction shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof, and shall not: (i) cause any increase in the cost of constructing improvements upon another Owner's Parcel; (ii) materially interfere with construction work being performed on any other part of the Center; (iii) materially interfere with the use, occupancy or enjoyment of any part of the remainder of the Center by any other Owner or occupant; or (iv) cause any building located on another Parcel to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof. Once Subsequent Construction has commenced, such construction shall be diligently and continuously pursued to completion. All points of ingress and egress for construction traffic to and from Major Retail O shall be across Major Retail O only. All construction traffic for Outparcel A and B shall use Access Drive A and all construction traffic for Outparcels C and D shall use Access Drive B, only to the extent necessary to provide immediate access to those respective Outparcels.

(b) If HD has opened its store for business at the time of the commencement of any Subsequent Construction (or intends to open its store for business prior to the estimated completion date of any such Subsequent Construction), each Owner conducting any Subsequent Construction shall, upon the written request of HD, in accordance with Section 1.04(d) erect such fences or other devices which HD may reasonably require to ensure the safety of HD and its

employees, agents, licensees, customers, invitees, sublessees, concessionaires, successors and assigns, or as may be otherwise required by applicable law, regulation, ordinance, order or decree.

(c) With respect to any Subsequent Construction, prior to constructing, reconstructing, repairing, maintaining or remodeling a building or maintaining or substantially repairing the Common Areas (to the extent permitted under this Agreement) on any Parcel, the constructing Owner shall designate an area on its Parcel to be used as a staging and storage area. All storage of materials and parking of construction vehicles shall occur only within the staging and storage areas located upon the constructing Owner's Parcel. Vehicles of workers shall be parked on the constructing Owner's Parcel, outside the staging and storage area, in locations which neither impede the construction or use of the Common Area nor are in front of any other Owner's storefronts. If substantial construction is to be performed, the constructing Owner shall, at the request of the other Owner, fence off the staging and storage area in the manner provided in Section 3.03(b) above. Upon completion of such construction, the constructing party shall restore the affected portion of the Common Areas to a condition at least equal to that existing prior to the commencement of such work.

(d) With respect to any Subsequent Construction, all storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel, and all laborers, suppliers, contractors and others connected with such construction shall use only those permitted access points as referenced in Section 3.03(a) above. Upon completion of any such Subsequent Construction, the constructing Owner shall restore any affected accessways, parking areas and other Common Areas to a condition equal to or better than the condition thereof existing prior to the commencement of such Subsequent Construction.

(e) Each Owner hereby grants and conveys to each other Owner and to its respective contractors, materialmen and laborers a temporary easement for incidental encroachment on such granting Owners' Parcel which may occur as a result of the construction and maintenance of improvements on the other Owners' Parcel or Parcels (including, without limitation, the HD Construction and the Subsequent Construction); provided, however, that (i) such easement shall be in effect only during periods when construction or maintenance is actually being performed, (ii) the use of such easement shall not unreasonably interfere with the use, operation and enjoyment of the Common Areas by those entitled thereto and (iii) the Owner performing such work obtains and maintains in force the insurance coverage required by Section 4.02 hereof.

Section 3.04. Landholder's Option to Repurchase HD Parcel. In the event that HD has not commenced construction of the HD building, (as defined below) on or before the ninth (9th) full calendar month after the date of this Agreement (the "First Option Trigger Date"), then Landholder shall have the option to reacquire the HD Parcel (the "Option 1") for an amount equal to the Purchase Price (the "Option Price") set forth in Section 1 of the Real Property Purchase Agreement effective May 18, 2000, as amended (the "Purchase Agreement") by and between Landholder, as seller and HD, as purchaser. The parties agree that the First Option

Trigger Date shall be extended on a day for day basis if HD is delayed in constructing its building as the result of Landholder's default under the Development Agreement. The Date of commencement of construction as defined herein shall mean the date upon which HD has completed construction of the footings and foundation for the HD building.

The Option shall be exercisable by written notice from Landholder to HD not more than thirty (30) days following the Option Trigger Date (the "First Option Period"). Notwithstanding anything to the contrary, in the event Landholder does not exercise the Option 1 within the First Option Period, or if HD commences construction on the HD store during the First Option Period (vitiating the exercise of the Option 1), then in either case, this Option 1 shall terminate and be null and void and of no further force or effect. If Landholder exercises its Option, the closing of the transaction shall occur within sixty (60) days after Landholder's notice to exercise such Option 1, and the Option Price shall be paid in cash at closing. At closing, HD shall convey the HD Parcel to Landholder free and clear of any mortgage, deed of trust or mechanic's or materialman's lien. HD shall convey the HD Parcel to Landholder pursuant to a statutory form special warranty deed. Landholder shall pay all of its costs associated with the closing, including without limitation, any recording taxes and tax collection fees, recording fees on recordable documents and the premium for any title insurance Landholder elects to procure. Real property ad valorem taxes shall be prorated between the parties as of the date of closing based upon the most recently available property assessment.

In the event HD commences construction but fails to open its store within eighteen (18) full calendar months after the date hereof (the "Second Option Trigger Date"), Landholder shall again have the option ("Option 2") to reacquire the HD Parcel for an amount equal to the Purchase Price set forth in Section 1 of the Purchase Agreement plus all actual cost and expenses (including but not limited to soft costs not to exceed three hundred and fifty thousand and no/100 dollars (\$350,000.00)) paid by HD for the improvements constructed by HD within the Center, less one hundred thousand and no/100 dollars (\$100,000.00) as a liquidated damages amount ("Option and Improvement Price").

Option 2 shall be exercisable by written notice from Landholder to HD not more than thirty (30) days following the Second Option Trigger Date (the "Second Option Period"). Notwithstanding anything to the contrary, in the event Landholder does not exercise the Option 2 within the Second Option Period, or if HD opens its store during the Second Option Period (vitiating the exercise of the Option 2), then in either case, this Option 2 shall terminate and be null and void and of no further force or effect. If Landholder exercises its Option 2, the closing of the transaction shall occur within sixty (60) days after Landholder's notice to exercise such Option 2, and the Option and Improvement Price shall be paid in cash at closing. At closing, HD shall convey the HD Parcel to Landholder free and clear of any mortgage, deed of trust or mechanic's or materialman's lien. HD shall convey the HD Parcel to Landholder pursuant to a statutory form special warranty deed. Landholder shall pay all of its costs associated with the closing, including without limitation, any recording taxes and tax collection fees, recording fees on recordable documents and the premium for any title insurance Landholder elects to procure. Real property ad valorem taxes shall be prorated between the parties as of the date of closing based upon the most recently available property assessment.

ARTICLE IV - LIABILITY INDEMNIFICATION

Section 4.01. Liability; Indemnification. Each Owner shall indemnify and hold every other Owner, tenant, and occupant of the Center harmless (except for loss or damage resulting from the tortious acts of such other parties) from and against any damages, liability actions, claims, and expenses (including attorneys' fees in a reasonable amount) (1) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon such Owner's Parcel to the extent resulting from any act or omission of said Owner, its tenants, agents, contractors, employees, or licensees or (2) arising out of such indemnifying Owner's breach of this Agreement.

Section 4.02. Liability Insurance. Each Owner shall maintain or cause to be maintained commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Common Areas in the Center by the Owner and its tenants, agents, contractors, employees, licensees, customers and invitees, of such Owner or the occupants of its Parcels except as herein provided. Said insurance shall be carried by a insurance company or companies rated A- or better by A.M. Best and have limits of not less than \$3,000,000 per occurrence (plus umbrella coverage for an additional \$5,000,000). Each Owner shall maintain or cause to be maintained contractual liability insurance specifically endorsed to cover said Owner's agreement to indemnify as set out in Section 4.01. Notwithstanding the foregoing, any Owner or party responsible to maintain such insurance may "self insure", or provide for a deductible from said coverage related to the Parcel, to the extent of one percent (1%) of the net worth of said Owner or party in its last annual or fiscal year as certified by an independent certified public accountant and computed in accordance with generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Each Owner shall, upon written request from the other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as hereinabove provided, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants.

ARTICLE V - CASUALTY AND EMINENT DOMAINSection 5.01. Casualty.

(a) If any of the buildings located on any Parcel is damaged or destroyed by fire or other cause, the Owner of such building shall promptly cause either: (i) the repair, restorations, or rebuilding of the building so damaged or destroyed, or (ii) the razing of any damaged building, the filling of any excavation, and performance of any other work necessary to put such portion of the Center in a clean, sightly and safe condition.

(b) In the event any Common Area improvements are damaged or destroyed, the Owner of the Parcel to which such damage has occurred shall promptly cause the repair, restoration or rebuilding of the Common Area improvements to the extent necessary to restore such area to the extent necessary to avoid interference with the remaining Common Areas of the Center and to adhere to any required parking ratios required by law and as set forth herein.

Section 5.02. Casualty Insurance. In order to assure performance of their respective obligations under Section 5.01, the Owners of the respective Parcels shall cause to be carried fire and extended coverage insurance on all buildings and improvements on their respective Parcels in the amount of the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies, except if the Owner of said Parcel, or party responsible for any required restorations, is permitted to "self insure" pursuant to 5.01. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 4.02.

Section 5.03. Eminent Domain. In the event the whole or any part of the Center shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Parcel which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Parcel taken. In the event of a partial Taking, the Owner of the portion of the Center so taken shall restore the improvements located on the Common Areas of the Owner's Parcel as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.

Section 6.01. Self Help; Lien Rights Disputes.

(a) If any Owner shall default in the performance of an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), which default affects the Owner of another Parcel or any occupant thereof (an "Affected Party"), such Affected Party, in addition to all other remedies it may have at law or in equity, after ten days' prior written notice to the Defaulting Owner and any first Mortgagee or SL Lessor as herein defined (or in the event of an emergency after such notice as is practical under the circumstances), shall have the right to perform such obligation on behalf of the Defaulting Owner, subject to the dispute provisions of Section 6.06. In such event, the Defaulting Owner shall promptly reimburse the Affected Party the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) two percent in excess of the prime lending rate published in the Wall Street Journal or (ii) the highest rate permitted by applicable law (the "Interest Rate").

(b) Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Parcel and improvements thereon owned by the Defaulting Owner, which lien shall be effective upon the recording of a notice thereof in the Office of the Clerk of the County in which the Center is located. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") which is of record prior to the date upon which notice of the lien is filed in the said Clerk's office and to the interest of any party who has purchased the Parcel and leased it back to the preceding Owner ("SL Lessor"), or its subsidiary or affiliate, on a net lease basis with the lessee assuming all obligations thereunder in what is commonly referred to as a "sale leaseback" transaction (a "SL Lease") under a SL Lease entered into prior to the date upon which notice of the lien is filed in the said Clerk's office; and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such First Mortgage or assignee of such SL Lease shall take title subject only to liens thereafter accruing pursuant to this Section 6.01.

Section 6.02. Injunctive and Other Remedies. In the event of a breach by any Owner of any obligation of this Agreement, the other Owners shall be entitled to obtain an injunction specifically enforcing the performance of such obligation; the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Owners of portions of the Center. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by Defaulting Owner and, if recorded without effective Dispute as provided in Section 6.06, shall constitute a lien against the land, and improvements thereon, or the interests therein, until paid.

Section 6.03. Non Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of

such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

Section 6.04. Non Terminable Agreement. No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Center, and any improvements thereon.

Section 6.05. Force Majeure. In the event any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 6.06. Dispute Resolution. Any dispute between the parties may be litigated under the provisions of any simplified procedure for court determination of disputes applicable under the laws of the State of Mississippi and subject to the jurisdiction and venue of the U.S. District Court for the Southern District of Mississippi or the Courts of Rankin County, Mississippi if appropriate and available, or, with the mutual agreement of the parties, may be submitted to arbitration, in either which events, all parties will join in a request for expediting the disposition of any proceeding brought to resolve the dispute. The prevailing party in the dispute shall be reimbursed for any court charges related to the resolution of the dispute and its reasonable attorney's fees.

ARTICLE VII - TERM

Section 7.01. This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

ARTICLE VIII - EFFECT OF INSTRUMENT

Section 8.01. Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the Center shall at all times be subject and subordinate to the terms of this Agreement,

except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement, subject to Section 6.01 hereof. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its Parcel, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement.

Section 8.02. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as Owner of a portion of the Center and shall constitute a covenant running with the land on the portion of the Center owned by such party appurtenant to and for the benefit of the other portions of the Center. Any transferee of any part of the Center shall automatically be deemed, by acceptance of the title to any portion of the Center, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then Owner or Owners of all other portions of the Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Center so conveyed that remain unsatisfied.

Section 8.03. Non-Dedication. Except as to the proposed four (4) lane road which in future may be dedicated to the applicable governmental authority, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns and that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 8.04. Responsibility. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on the Landholder's Parcel and the HD Parcel, as the case may be.

ARTICLE IX - NOTICES

Section 9.01. Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, as the respective parties may from time to time designate by like notice, on the third business day following the date of such mailing:

If to Landholder: Ergon Properties, Inc.
2829 Lakeland Drive
Jackson, MS 39208
Attention: Mr. Leslie B. Lampton, President

With a copy to: Watson & Jernigan, P.A.
2829 Lakeland Drive, Suited 1502
Post Office Box 23546
Jackson, Mississippi 39225-3546
Attention: J. Kevin Watson, Esq.

If to HD: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Building C, 20th Floor
Atlanta, Georgia 30339-4024
Attention: Legal Department

With a copy to: Home Depot U.S.A., Inc.
West Coast Division Office
601 South Placentia Avenue
Fullerton, California 92831
Attn: Mr. Dan Hatch

and to: Home Depot U.S.A., Inc.
2800 Forest Lane
Dallas, Texas 75234
Attn: Mr. Mike Todd

With a copy to: Altman, Kritzer & Levick, P.C.
6400 Power Ferry Road, N.W.
Suite 224
Atlanta, Georgia 30339
Attention: Benno G. Rothschild, Esq.

ARTICLE X - ENVIRONMENTAL COMPLIANCE

Section 10.01. Compliance and Indemnification.

(a) Each Owner of a Parcel agrees to (i) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as said term is hereinafter defined); (ii) give notice to the other Owner immediately upon Owner's acquiring knowledge of the Hazardous Materials Contamination (as said term is hereinafter defined) with a full description thereof; and (iii) promptly, at such

Owner's sole cost and expense, to comply with the requirements of any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide the Owner with satisfactory evidence of such compliance.

(b) Each Owner shall defend, indemnify and hold harmless the other Owner from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial costs) the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the other Owner by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any covenant of an Owner contained in or referred to in this Section 10.01 of this Agreement or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the Owner's Parcel of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Owner's Parcel, whether or not occasioned wholly or in part by any condition, accident or event caused by an act or omission of the Owner.

Section 10.02. Hazardous Materials. The term "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance, the presence of which on the Parcel is prohibited by any governmental law, rule or regulation; (f) any petroleum-based products stored or used other than in compliance with governmental laws, rules or regulations; (g) underground storage tanks; and (h) any other substance which by any governmental law, rule or regulation requires special handling in its collection, storage, treatment or disposal.

Section 10.03. Hazardous Materials Contamination. The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Parcel's facilities, soil, ground water, air or other elements on or of the Parcel by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on or of any other real property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) emanating from the Parcel.

ARTICLE XI - MISCELLANEOUS

Section 11.01.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any

other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of Mississippi. In the event that any time period hereunder ends on a Saturday, Sunday or legal holiday (i.e., a "non-business day"), then such time period shall automatically be extended to end upon the next business day.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

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

LANDHOLDER:

ERGON PROPERTIES, INC.

[Signature]
Witness

By [Signature]
Print Name: Leslie B. Lampton
Print Title: President

[Signature]
Witness

STATE OF MISSISSIPPI
COUNTY OF RANKIN

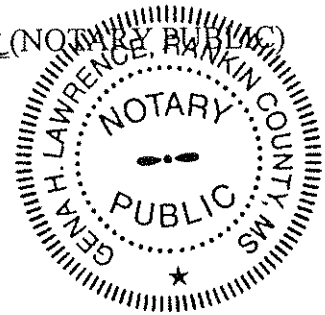
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of October, 2000, within my jurisdiction, the within named Leslie B. Lampton, who acknowledged that (he)(she) is President of Ergon Properties, Inc. a Mississippi corporation, and that for and 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 so to do.

My Commission Expires:

COMMISSION EXPIRES APRIL 24, 2004

(Affix official seal, if applicable)

Genia H. Lawrence (NOTARY PUBLIC)



HOME DEPOT U.S.A., INC.

Deborah L. Greenberg
Witness **DEBORAH L. GREENBERG**
Melissa Leavitt
Witness **Melissa Leavitt**

By: Kathryn E. Lee (SEAL) **B6R**
Print Name: **KATHRYNE E. LEE**
Print Title: **V.P. REAL ESTATE LAW GROUP**



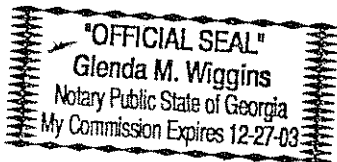
STATE OF GEORGIA
COUNTY OF COBB

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of October, 2000, within my jurisdiction, the within named Kathryn E. Lee, who acknowledged that (he)(she) is V.P.R.E. Law Group of HOME DEPOT, U.S.A., INC., a Delaware 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 so to do.

Glenda M. Wiggins (NOTARY PUBLIC)

My Commission Expires:

12/27/03
(Affix official seal, if applicable)



HD:

HOME DEPOT U.S.A., INC.

By: Kathryn Lee (SEAL) BGR
Print Name: KATHRYN E. LEE
Print Title: V.P. REAL ESTATE LAW GROUP

Michele Duere
Witness Michele Duere
Rachelby Ward
Witness Rachelby Ward



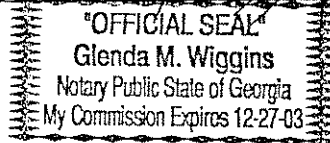
STATE OF GEORGIA
COUNTY OF COBB

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of April, 2001, within my jurisdiction, the within named KATHRYN E. LEE, who acknowledged that (he)(she) is V.P.R.E. Law Group of HOME DEPOT, U.S.A., INC., a Delaware 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 so to do.

Glenda M. Wiggins (NOTARY PUBLIC)

My Commission Expires:

12-27-03
(Affix official seal, if applicable)



Witness this my signature this the 18th day of April, 2001.

GRANTOR:

ERGON PROPERTIES, INC.

By:

Leslie B. Lampton
Leslie B. Lampton, President

State of Mississippi
County of RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state on this the 18th of April, 2001, within my jurisdiction, the within named Leslie B. Lampton, who acknowledged that he is the President of ERGON PROPERTIES, INC., a Mississippi corporation; and that for and on behalf of the said corporation, and its act and deed he executed the above and foregoing instrument after having been first duly authorized by said corporation so to do.

Karen D. Watkins
(Notary Public)

My commission Expires:

August 2, 2004
(Affix official seal)

MAJOR RETAIL TRACT "O"

A tract or parcel of land containing 5.671 Acres (247,045 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, and Section 13, Township 5 North, Range 2 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East (South 79 degrees 47 minutes 04 seconds East measured), along said right-of-way line, for a distance of 262.05 feet to a point in the centerline of a ditch and the **POINT OF BEGINNING** of the herein described property; thence continue South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 13.05 feet (South 79 degrees 47 minutes 04 seconds East – 12.98 measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East (South 82 degrees 23 minutes 27 seconds East measured), along said right-of-way line, for a distance of 167.03 feet to a point; thence run South 00 degrees 01 minutes 07 seconds West for a distance of 727.35 feet to a point; thence run North 89 degrees 58 minutes 53 seconds West for a distance of 10.00 feet to a point; thence run South 00 degrees 01 minutes 08 seconds West for a distance of 38.53 feet to a point; thence run North 59 degrees 36 minutes 22 seconds West for a distance of 145.60 feet to a point; thence run North 89 degrees 52 minutes 12 seconds West for a distance of 121.34 feet to a point; thence run South 45 degrees 07 minutes 48 seconds West for a distance of 28.28 feet to a point; thence run South 00 degrees 06 minutes 40 seconds West for a distance of 80.25 feet to a point; thence run South 13 degrees 35 minutes 17 seconds West for a distance of 43.83 feet to a point; thence run South 00 degrees 02 minutes 56 seconds West for a distance of 97.09 feet to a point; thence run South 44 degrees 52 minutes 12 seconds East for a distance of 42.34 feet to a point;

thence run North 89 degrees 55 minutes 13 seconds West for a distance of 178.18 feet to a point in the centerline of a ditch; thence run North 05 degrees 39 minutes 54 seconds East, along the centerline of said ditch, for a distance of 240.19 feet; thence run North 15 degrees 56 minutes 21 seconds East, along the centerline of said ditch, for a distance of 39.58 feet; thence run North 22 degrees 56 minutes 47 seconds East, along the centerline of said ditch, for a distance of 40.36 feet; thence run North 16 degrees 32 minutes 21 seconds East, along the centerline of said ditch, for a distance of 45.54 feet; thence run North 14 degrees 11 minutes 02 seconds East, along the centerline of said ditch, for a distance of 33.22 feet; thence run North 15 degrees 13 minutes 15 seconds East, along the centerline of said ditch, for a distance of 41.53 feet; thence run North 17 degrees 46 minutes 11 seconds East, along the centerline of said ditch, for a distance of 39.14 feet; thence run North 18 degrees 13 minutes 05 seconds East, along the centerline of said ditch, for a distance of 45.12 feet; thence run North 20 degrees 46 minutes 11 seconds East, along the centerline of said ditch, for a distance of 32.62 feet; thence run North 06 degrees 42 minutes 35 seconds East, along the centerline of said ditch, for a distance of 41.78 feet; thence run North 32 degrees 04 minutes 46 seconds East, along the centerline of said ditch, for a distance of 43.00 feet; thence run North 18 degrees 53 minutes 30 seconds East, along the centerline of said ditch, for a distance of 81.14 feet; thence run North 17 degrees 21 minutes 13 seconds East, along the centerline of said ditch, for a distance of 63.73 feet; thence run North 14 degrees 36 minutes 09 seconds East, along the centerline of said ditch, for a distance of 68.22 feet; thence run North 20 degrees 17 minutes 30 seconds East, along the centerline of said ditch, for a distance of 60.04 feet; thence run North 16 degrees 04 minutes 30 seconds East, along the centerline of said ditch, for a distance of 62.12 feet; thence run North 11 degrees 33 minutes 28 seconds East, along the centerline of said ditch, for a distance of 31.63 feet; thence run North 10 degrees 57 minutes 51 seconds East, along the centerline of said ditch, for a distance of 16.98 feet to the POINT OF BEGINNING.

A tract or parcel of land containing 1.554 Acres (67.693 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East – 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 275.10 feet (South 79 degrees 47 minutes 04 seconds East – 275.03 feet measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East, along said right-of-way line, for a distance of 755.80 feet (South 82 degrees 23 minutes 27 seconds East – 756.78 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way line, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degree 54 minutes 21 seconds East, along said right-of-way line, for a distance of 298.00 feet (South 01 degrees 58 minutes 08 seconds East – 298.30 feet measured) to a found right-of-way monument; thence run North 89 degrees 02 minutes 43 seconds West (North 89 degrees 23 minutes 29 seconds West measured), along said right-of-way line, for a distance of 10.03 feet to a point; thence run South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a distance of 101.36 feet to a point; thence, leaving said right-of-way line, run North 89 degrees 55 minutes 13 seconds West for a distance of 771.50 feet to the POINT

OF BEGINNING of the herein described property; thence continue North 89 degrees 55 minutes 13 seconds West for a distance of 231.15 feet to a point; thence run North 44 degrees 52 minutes 12 seconds West for a distance of 42.34 feet to a point; thence run North 00 degrees 02 minutes 56 seconds East for a distance of 97.09 feet to a point; thence run North 13 degrees 35 minutes 17 seconds East for a distance of 43.83 feet to a point; thence run North 00 degrees 06 minutes 40 seconds East for a distance of 80.25 feet to a point; thence run North 45 degrees 07 minutes 48 seconds East for a distance of 28.28 feet to a point; thence run South 89 degrees 52 minutes 12 seconds East for a distance of 121.34 feet to a point; thence run South 59 degrees 36 minutes 22 seconds East for a distance of 145.60 feet to a point; thence run South 00 degrees 01 minutes 08 seconds West for a distance of 157.33 feet to a point; thence run West for a distance of 16.46 feet to a point; thence run South 00 degrees 02 minutes 07 seconds East for a distance of 38.95 feet to the POINT OF BEGINNING.

OUT PARCEL "B"

A tract or parcel of land containing 0.838 Acres (36,490 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 275.10 feet (South 79 degrees 47 minutes 04 seconds East – 275.03 feet measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East, along said right-of-way line, for a distance of 755.80 feet (South 82 degrees 23 minutes 27 seconds East – 756.78 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degree 54 minutes 21 seconds East, along said right-of-way line, for a distance of 298.00 feet (South 01 degrees 58 minutes 08 seconds East – 298.30 feet measured) to a found right-of-way monument; thence run North 89 degrees 02 minutes 43 seconds West (North 89 degrees 23 minutes 29 seconds West measured), along said right-of-way line, for a distance of 10.03 feet to a point; thence run South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a distance of 101.36 feet to a point; thence, leaving said right-of-way line, run North 89 degrees 55 minutes 13 seconds West for a distance of 514.02 feet to the **POINT OF BEGINNING** of the herein described property; thence continue North 89 degrees 55

minutes 13 seconds West for a distance of 191.06 feet to a point; thence run North 00 degrees 01 minutes 08 seconds East for a distance of 190.91 feet to a point; thence run South 89 degrees 58 minutes 52 seconds East for a distance of 191.00 feet to a point; thence run South for a distance of 191.12 feet to the POINT OF BEGINNING.

A tract or parcel of land containing 0.838 Acres (36,494 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 275.10 feet (South 79 degrees 47 minutes 04 seconds East – 275.03 feet measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East, along said right-of-way line, for a distance of 755.80 feet (South 82 degrees 23 minutes 27 seconds East – 756.78 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degree 54 minutes 21 seconds East, along said right-of-way line, for a distance of 298.00 feet (South 01 degrees 58 minutes 08 seconds East – 298.30 feet measured) to a found right-of-way monument; thence run North 89 degrees 02 minutes 43 seconds West (North 89 degrees 23 minutes 29 seconds West measured), along said right-of-way line, for a distance of 10.03 feet to a point; thence run South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a distance of 101.36 feet to a point; thence, leaving said right-of-way line, run North 89 degrees 55 minutes 13 seconds West for a distance of 323.17 feet to the **POINT OF BEGINNING** of the herein described property; thence continue North 89 degrees 55

minutes 13 seconds West for a distance of 190.85 feet to a point; thence run North for a distance of 191.12 feet to a point; thence run South 89 degrees 58 minutes 52 seconds East for a distance of 190.85 feet to a point; thence run South for a distance of 191.32 feet to the POINT OF BEGINNING.

A tract or parcel of land containing 1.222 Acres (53,234 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 275.10 feet (South 79 degrees 47 minutes 04 seconds East – 275.03 feet measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East, along said right-of-way line, for a distance of 755.80 feet (South 82 degrees 23 minutes 27 seconds East – 756.78 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degrees 54 minutes 21 seconds East (South 01 degrees 58 minutes 08 seconds East measured), along said right-of-way line, for a distance of 207.84 feet to the **POINT OF BEGINNING** of the herein described property; thence continue South 01 degrees 54 minutes 21 seconds East, along said right-of-way line, for a distance of 90.46 feet (South 01 degrees 58 minutes 08 seconds East – 90.46 feet measured), to a found right-of-way monument; thence run North 89 degrees 02 minutes 43 seconds West (North 89 degrees 23 minutes 29 seconds West measured), along said right-of-way line, for a distance of 10.03 feet to a point; thence run South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a

distance of 101.36 feet to a point; thence, leaving said right-of-way line, run North 89 degrees 55 minutes 13 seconds West for a distance of 273.17 feet to a point; thence run North for a distance of 191.37 feet to a point; thence run South 89 degrees 58 minutes 52 seconds East for a distance of 281.17 feet to the POINT OF BEGINNING.

RIGHT-OF-WAY DESCRIPTION
MULTI-LANE BOULEVARD

A tract or parcel of land containing 3.539 Acres (154,165 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, and Section 13, Township 5 North, Range 2 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 275.10 feet (South 79 degrees 47 minutes 04 seconds East – 275.03 feet measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East, along said right-of-way line, for a distance of 755.80 feet (South 82 degrees 23 minutes 27 seconds East – 756.78 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degree 54 minutes 21 seconds East, along said right-of-way line, for a distance of 298.00 feet (South 01 degrees 58 minutes 08 seconds East – 298.30 feet measured) to a found right-of-way monument; thence run North 89 degrees 02 minutes 43 seconds West (North 89 degrees 23 minutes 29 seconds West measured), along said right-of-way line, for a distance of 10.03 feet to a point; thence run South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a distance of 101.36 feet to the **POINT OF BEGINNING** of the herein

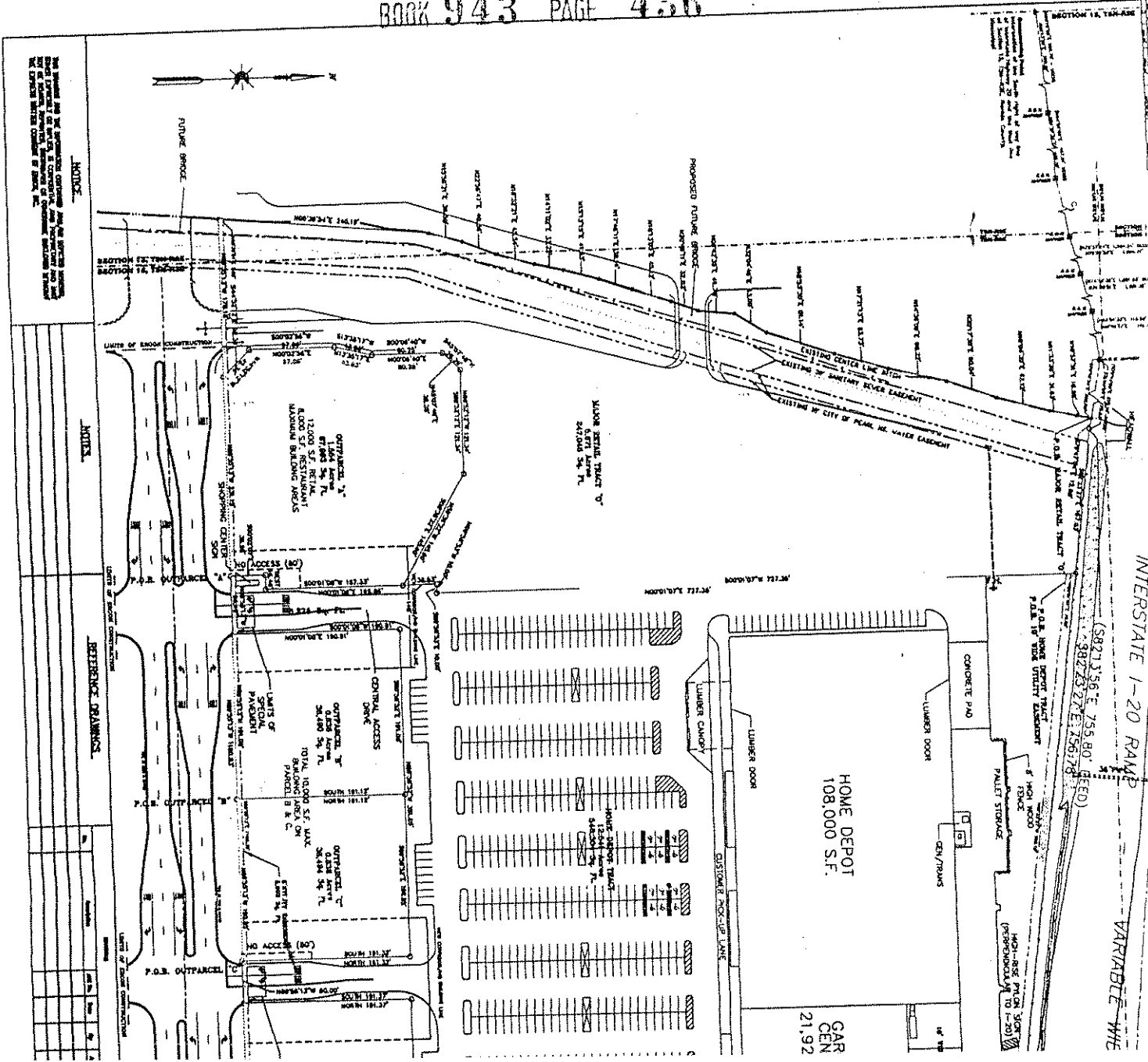
described Right-Of-Way; thence, continuing South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a distance of 130.01 feet to a point; thence, leaving said right-of-way line, run North 89 degrees 55 minutes 14 seconds West for a distance of 1190.91 feet to a point in the centerline of a ditch; thence run North 05 degrees 02 minutes 13 seconds East, along said centerline of ditch, for a distance of 130.49 feet to a point; thence, leaving said ditch, run South 89 degrees 55 minutes 14 seconds East for a distance of 1180.83 feet to the Point Of Beginning.

HOME DEPOT TRACT

A tract or parcel of land containing 12.541 Acres (546,304 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 2 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 275.10 feet (South 79 degrees 47 minutes 04 seconds East – 275.03 feet measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East (South 82 degrees 23 minutes 27 seconds East measured), along said right-of-way line, for a distance of 167.03 feet to the **POINT OF BEGINNING** of the herein described property; thence continue South 82 degrees 13 minutes 56 seconds East, along said right-of-way, for a distance of 588.77 feet (South 82 degrees 23 minutes 27 seconds East – 589.75 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degree 54 minutes 21 seconds East (South 01 degrees 58 minutes 08 seconds East measured) along said West right-of-way of Greenfield Road for a distance of 207.84 feet to a point; thence, departing said West right-of-way of Greenfield Road, run North 89 degrees 58 minutes 52 seconds West for a distance of 281.17 feet to a point; thence run South for a distance of 191.37

feet to a point; thence run North 89 degrees 55 minutes 13 seconds West for a distance of 50.00 feet to a point; thence run North for a distance of 191.32 feet to a point; thence run North 89 degrees 58 minutes 52 seconds West for a distance of 381.85 feet to a point; thence run South 00 degrees 01 minutes 08 seconds West for a distance of 190.91 feet to a point; thence run North 89 degrees 55 minutes 13 seconds West for a distance of 66.42 feet to a point; thence run North 00 degrees 02 minutes 07 seconds West for a distance of 38.95 feet to a point; thence run East for a distance of 16.46 feet to a point; thence run North 00 degrees 01 minutes 08 seconds East for a distance of 195.86 feet to a point; thence run South 89 degrees 58 minutes 53 seconds East for a distance of 10.00 feet to a point; thence run North 00 degrees 01 minutes 07 seconds East for a distance of 727.35 feet to the POINT OF BEGINNING.



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

3. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN WITH DASHED LINES.

4. ALL UTILITIES TO BE INSTALLED SHALL BE SHOWN WITH SOLID LINES.

5. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES.

6. ALL UTILITIES TO BE PROTECTED SHALL BE SHOWN WITH LONG DASHED LINES.

7. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN WITH SHORT DASHED LINES.

8. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH DOTTED LINES AND A RELOCATION SYMBOL.

9. ALL UTILITIES TO BE DELETED SHALL BE SHOWN WITH DASHED LINES AND A DELETION SYMBOL.

10. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES AND A MAINTENANCE SYMBOL.

11. ALL UTILITIES TO BE PROTECTED SHALL BE SHOWN WITH LONG DASHED LINES AND A PROTECTION SYMBOL.

12. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN WITH SHORT DASHED LINES AND AN ABANDONMENT SYMBOL.

13. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH DOTTED LINES AND A RELOCATION SYMBOL.

14. ALL UTILITIES TO BE DELETED SHALL BE SHOWN WITH DASHED LINES AND A DELETION SYMBOL.

15. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES AND A MAINTENANCE SYMBOL.

16. ALL UTILITIES TO BE PROTECTED SHALL BE SHOWN WITH LONG DASHED LINES AND A PROTECTION SYMBOL.

17. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN WITH SHORT DASHED LINES AND AN ABANDONMENT SYMBOL.

18. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH DOTTED LINES AND A RELOCATION SYMBOL.

19. ALL UTILITIES TO BE DELETED SHALL BE SHOWN WITH DASHED LINES AND A DELETION SYMBOL.

20. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES AND A MAINTENANCE SYMBOL.

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

3. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN WITH DASHED LINES.

4. ALL UTILITIES TO BE INSTALLED SHALL BE SHOWN WITH SOLID LINES.

5. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES.

6. ALL UTILITIES TO BE PROTECTED SHALL BE SHOWN WITH LONG DASHED LINES.

7. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN WITH SHORT DASHED LINES.

8. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH DOTTED LINES AND A RELOCATION SYMBOL.

9. ALL UTILITIES TO BE DELETED SHALL BE SHOWN WITH DASHED LINES AND A DELETION SYMBOL.

10. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES AND A MAINTENANCE SYMBOL.

11. ALL UTILITIES TO BE PROTECTED SHALL BE SHOWN WITH LONG DASHED LINES AND A PROTECTION SYMBOL.

12. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN WITH SHORT DASHED LINES AND AN ABANDONMENT SYMBOL.

13. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH DOTTED LINES AND A RELOCATION SYMBOL.

14. ALL UTILITIES TO BE DELETED SHALL BE SHOWN WITH DASHED LINES AND A DELETION SYMBOL.

15. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES AND A MAINTENANCE SYMBOL.

16. ALL UTILITIES TO BE PROTECTED SHALL BE SHOWN WITH LONG DASHED LINES AND A PROTECTION SYMBOL.

17. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN WITH SHORT DASHED LINES AND AN ABANDONMENT SYMBOL.

18. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH DOTTED LINES AND A RELOCATION SYMBOL.

19. ALL UTILITIES TO BE DELETED SHALL BE SHOWN WITH DASHED LINES AND A DELETION SYMBOL.

20. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH DOTTED LINES AND A MAINTENANCE SYMBOL.

REFERENCE DRAWINGS:

1. PEAK NO. 108,000 S.F. PL. (108,000)

2. PEAK NO. 21,000 S.F. PL. (21,000)

3. PEAK NO. 21,000 S.F. PL. (21,000)

4. PEAK NO. 21,000 S.F. PL. (21,000)

5. PEAK NO. 21,000 S.F. PL. (21,000)

6. PEAK NO. 21,000 S.F. PL. (21,000)

7. PEAK NO. 21,000 S.F. PL. (21,000)

8. PEAK NO. 21,000 S.F. PL. (21,000)

9. PEAK NO. 21,000 S.F. PL. (21,000)

10. PEAK NO. 21,000 S.F. PL. (21,000)

11. PEAK NO. 21,000 S.F. PL. (21,000)

12. PEAK NO. 21,000 S.F. PL. (21,000)

13. PEAK NO. 21,000 S.F. PL. (21,000)

14. PEAK NO. 21,000 S.F. PL. (21,000)

15. PEAK NO. 21,000 S.F. PL. (21,000)

16. PEAK NO. 21,000 S.F. PL. (21,000)

17. PEAK NO. 21,000 S.F. PL. (21,000)

18. PEAK NO. 21,000 S.F. PL. (21,000)

19. PEAK NO. 21,000 S.F. PL. (21,000)

20. PEAK NO. 21,000 S.F. PL. (21,000)

A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 EAST AND THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 EAST, RANKIN COUNTY, MISSISSIPPI, THE SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION 13 WITH THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20, AS SAID HIGHWAY EXISTS THIS DATE; RUN THENCE SOUTH ALONG THE SAID WEST LINE OF SECTION 13 FOR A DISTANCE OF 288.91 FEET TO A SET IRON PIN; RUN THENCE NORTH $89^{\circ} 46' 30''$ EAST FOR A DISTANCE OF 1425.73 FEET TO A FOUND IRON PIN; RUN THENCE SOUTH $00^{\circ} 02' 39''$ WEST FOR A DISTANCE OF 1406.58 FEET TO A FOUND IRON PIN; RUN THENCE SOUTH $89^{\circ} 45' 15''$ EAST FOR A DISTANCE OF 1427.97 FEET TO A SET IRON PIN; RUN THENCE SOUTH $89^{\circ} 49' 21''$ EAST FOR A DISTANCE OF 949.68 FEET TO A FOUND IRON PIN; CONTINUE THENCE SOUTH $89^{\circ} 49' 21''$ EAST FOR A DISTANCE OF 2251.94 FEET TO A SET IRON PIN LOCATED ON THE WEST RIGHT-OF-WAY LINE OF STATE AID PROJECT NO. S.A.P. 61(44)(GREENFIELD ROAD), AS SAID RIGHT-OF-WAY EXISTS THIS DATE; RUN THENCE NORTH $34^{\circ} 21' 50''$ EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 303.13 FEET TO A SET IRON PIN; SAID POINT BEING THE POINT OF CURVATURE OF A 6.16101 DEGREE CURVE HAVING A CENTRAL ANGLE OF $33^{\circ} 25' 13''$, RUN THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 542.44 FEET TO A SET IRON PIN AT THE POINT OF TANGENCY; RUN THENCE NORTH $00^{\circ} 47' 23''$ EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 282.06 FEET TO A SET IRON PIN; RUN THENCE THE FOLLOWING BEARINGS AND DISTANCES ALONG FEDERAL AID PROJECT I-020-1(80) 51-0020-01-080-10, INTERCHANGE AT INTERSTATE HIGHWAY 20 AND GREENFIELD ROAD; NORTH $88^{\circ} 37' 05''$ WEST FOR A DISTANCE OF 45.0 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE NORTH $00^{\circ} 19' 05''$ WEST A DISTANCE OF 344.31 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE NORTH $06^{\circ} 15' 20''$ WEST A DISTANCE OF 403.03 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE NORTH $01^{\circ} 54' 21''$ WEST FOR A DISTANCE OF 86.51 FEET TO A SET IRON PIN; THENCE LEAVING SAID WEST RIGHT-OF-WAY, RUN SOUTH $76^{\circ} 42' 00''$ WEST FOR A DISTANCE OF 1222.55 FEET TO A SET IRON PIN; RUN THENCE NORTH $04^{\circ} 12' 00''$ EAST FOR A DISTANCE OF 311.30 FEET TO A SET IRON PIN; RUN THENCE NORTH $17^{\circ} 34' 00''$ EAST FOR A DISTANCE OF 809.70 FEET TO A SET IRON PIN LOCATED ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20; RUN THENCE THE FOLLOWING BEARINGS AND DISTANCES ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20, NORTH $79^{\circ} 40' 00''$ WEST FOR A DISTANCE 268.80 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE SOUTH $82^{\circ} 54' 32''$ WEST FOR A DISTANCE OF 416.58 TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE SOUTH $74^{\circ} 48' 39''$ WEST FOR A DISTANCE OF 1001.65 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE SOUTH $75^{\circ} 37' 24''$ WEST FOR A DISTANCE OF 1904.24 FEET TO A

FOUND RIGHT-OF-WAY MARKER AT THE POINT OF CURVATURE OF A 0.978637 DEGREE CURVE HAVING A CENTRAL ANGLE OF 04° 57' 19", RUN THENCE ALONG SAID CURVE TO THE RIGHT FOR A DISTANCE OF 506.34 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE SOUTH 84° 56' 09" WEST FOR A DISTANCE OF 487.91 FEET TO A FOUND RIGHT-OF-WAY MARKER; RUN THENCE SOUTH 85° 19' 50" WEST FOR A DISTANCE OF 907.70 FEET TO THE POINT OF BEGINNING.

PARCEL 2

START AT THE SOUTHWEST CORNER OF NE ¼ OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 EAST, RANKIN COUNTY, MISSISSIPPI, THENCE RUN SOUTH 330 FEET, THENCE EAST 1431.6 FEET, THENCE NORTH 200.0 FEET TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20, THEN NORTH 74 DEGREES 48' EAST ALONG THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 A DISTANCE OF 1262.8 FEET, THENCE SOUTH 14 DEGREES 34' WEST 70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 34' WEST 106.0 FEET, THENCE NORTH 75 DEGREES 26' WEST 54.0 FEET, THENCE SOUTH 17 DEGREES 34' WEST ALONG THE CENTER OF A DITCH 852.0 FEET, THENCE SOUTH 4 DEGREES 12' WEST ALONG THE CENTER OF A DITCH 311.3 FEET, THENCE NORTH 76 DEGREES 42' EAST 1389.0 FEET, THENCE NORTH 00 DEGREES 18' WEST 468.7 FEET, THENCE NORTH 89 DEGREES 22' WEST 103.0 FEET, THENCE NORTH 3 DEGREES 46' WEST 635.0 FEET, THENCE SOUTH 76 DEGREES 34' WEST 870.0 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY BEING SITUATED IN SE ¼ OF NE ¼ AND NE ¼ OF SE ¼ OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 EAST, AND SW ¼ OF NW ¼ AND NW ¼ OF SW ¼ OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 EAST, RANKIN COUNTY, MISSISSIPPI, AND CONTAINING 30 ACRES, MORE OR LESS.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST, IF ANY, OF GRANTOR IN ANY ADJACENT PARCELS, INCLUDING ANY STRIPS OR GAPS OR OTHER PARCELS REQUIRED BY ADVERSE POSSESSION.

LESS AND EXCEPT: (I) THAT PROPERTY CONVEYED TO THE STATE HIGHWAY COMMISSION BY DEED DATED JUNE 10, 1981 AND RECORDED IN BOOK 420 AT PAGE 334 AND (II) THAT PROPERTY CONVEYED TO RANKIN FIRST ECONOMIC DEVELOPMENT DISTRICT BY SPECIAL WARRANTY DEED DATED JANUARY 12, 1995 AND'

FURTHER LESS AND EXCEPT THE FOLLOWING "OVERALL PROPERTY DESCRIPTION".

OVERALL PROPERTY DESCRIPTION

A tract or parcel of land containing 22.664 Acres (987,260 square feet), more or less, lying and being situated in Section 18, Township 5 North, Range 3 East, and Section 13, Township 5 North, Range 2 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod at the intersection of the South right-of-way line of Interstate 20 and the West line of Section 13, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence North 85 degrees 19 minutes 50 seconds East, along the South right-of-way line of Interstate 20, for a distance of 907.70 feet (North 85 degrees 13 minutes 56 seconds East – 907.22 feet measured) to a found right-of-way monument; thence run North 84 degrees 56 minutes 09 seconds East, along said right-of-way line, for a distance of 487.91 feet (North 84 degrees 49 minutes 54 seconds East – 488.10 feet measured) to a found right-of-way monument; thence run Northeasterly along said right-of-way line and the arc of a curve to the left for a distance of 506.37 feet, said curve having a Radius of 5854.65 feet, and a deflection angle of 04 degrees 57 minutes 20 seconds (chord bearing and distance, North 78 degrees 07 minutes 46 seconds East - 506.19 feet) (Length 506.25, Radius 5854.65 Chord North 77 degrees 56 minutes 24 seconds East – 506.09 feet measured) to a found right-of-way monument; thence run North 75 degrees 37 minutes 24 seconds East, along said right-of-way line, for a distance of 1,904.24 feet (North 75 degrees 28 minutes 22 seconds East – 1904.41 feet measured) to a found right-of-way monument; thence North 74 degrees 48 minutes 39 seconds East, along said right-of-way line, for a distance of 1,001.65 feet (North 74 degrees 40 minutes 51 seconds East – 1001.35 feet measured) to a found right-of-way monument; thence run North 82 degrees 54 minutes 32 seconds East, along said right-of-way line, for a distance of 416.58 feet (North 82 degrees 46 minutes 17 seconds East – 416.76 feet measured) to a found right-of-way monument; run thence South 79 degrees 40 minutes 00 seconds East (South 79 degrees 47 minutes 04 seconds East measured), along said right-of-way line, for a distance of 262.05 feet to a point in the centerline of a ditch and the **POINT OF BEGINNING** of the herein described property; thence continue South 79 degrees 40 minutes 00 seconds East, along said right-of-way line, for a distance of 13.05 feet (South 79 degrees 47 minutes 04 seconds East – 12.98 measured) to a point; thence run South 82 degrees 13 minutes 56 seconds East, along said right-of-way line, for a distance of 755.80 feet (South 82 degrees 23 minutes 27 seconds East – 756.78 feet measured) to a found right-of-way monument; thence run South 56 degrees 22 minutes 12 seconds East, along said right-of-way, for a distance of 155.31 feet (South 56 degrees 30 minutes 10 seconds East – 155.48 feet measured) to a found right-of-way monument; thence run South 04 degrees 20 minutes 27 seconds East, along the West right-of-way of Greenfield Road, formerly known as Whitfield Road, for a distance of 401.45 feet (South 04 degrees 29 minutes 30 seconds East – 401.20 feet measured) to a found right-of-way monument; thence run South 01 degree 54 minutes 21 seconds East, along said right-of-way line, for a distance of 298.00 feet (South 01 degrees 58 minutes 08 seconds East – 298.30 feet measured) to a found right-of-way monument; thence run North 89 degrees 02 minutes 43 seconds West (North 89 degrees 23 minutes 29 seconds West measured), along said

right-of-way line, for a distance of 10.03 feet to a point; thence run South 00 degrees 57 minutes 17 seconds West (South 00 degrees 36 minutes 31 seconds West measured), along said right-of-way line, for a distance of 101.36 feet to a point; thence, leaving said right-of-way line, run North 89 degrees 55 minutes 13 seconds West for a distance of 1180.83 feet to a point in the centerline of a ditch; thence run North 05 degrees 39 minutes 54 seconds East, along the centerline of said ditch, for a distance of 240.19 feet; thence run North 15 degrees 56 minutes 21 seconds East, along the centerline of said ditch, for a distance of 39.58 feet; thence run North 22 degrees 56 minutes 47 seconds East, along the centerline of said ditch, for a distance of 40.36 feet; thence run North 16 degrees 32 minutes 21 seconds East, along the centerline of said ditch, for a distance of 45.54 feet; thence run North 14 degrees 11 minutes 02 seconds East, along the centerline of said ditch, for a distance of 33.22 feet; thence run North 15 degrees 13 minutes 15 seconds East, along the centerline of said ditch, for a distance of 41.53 feet; thence run North 17 degrees 46 minutes 11 seconds East, along the centerline of said ditch, for a distance of 39.14 feet; thence run North 18 degrees 13 minutes 05 seconds East, along the centerline of said ditch, for a distance of 45.12 feet; thence run North 20 degrees 46 minutes 11 seconds East, along the centerline of said ditch, for a distance of 32.62 feet; thence run North 06 degrees 42 minutes 35 seconds East, along the centerline of said ditch, for a distance of 41.78 feet; thence run North 32 degrees 04 minutes 46 seconds East, along the centerline of said ditch, for a distance of 43.00 feet; thence run North 18 degrees 53 minutes 30 seconds East, along the centerline of said ditch, for a distance of 81.14 feet; thence run North 17 degrees 21 minutes 13 seconds East, along the centerline of said ditch, for a distance of 63.73 feet; thence run North 14 degrees 36 minutes 09 seconds East, along the centerline of said ditch, for a distance of 68.22 feet; thence run North 20 degrees 17 minutes 30 seconds East, along the centerline of said ditch, for a distance of 60.04 feet; thence run North 16 degrees 04 minutes 30 seconds East, along the centerline of said ditch, for a distance of 62.12 feet; thence run North 11 degrees 33 minutes 28 seconds East, along the centerline of said ditch, for a distance of 31.63 feet; thence run North 10 degrees 57 minutes 51 seconds East, along the centerline of said ditch, for a distance of 16.98 feet to the POINT OF BEGINNING.

SCHEDULE E

COMMON AREA CRITERIA:**I. GENERAL PROVISIONS**

All common areas located on Parcels within the Center shall comply with the following criteria. For purposes of this Exhibit, references to a Parcel Owner shall include any tenant of such Owner.

Ergon Properties, Inc. ("Developer"), shall be the sole authority regarding submittals required from Parcel Owners. Decisions made by Developer regarding compliance with these criteria are final. Notwithstanding the foregoing, certain discretionary matters related to the HD Parcel have been pre-approved by Developer as set forth in the Development Agreement and exhibits thereto and shall not require re-submission.

Owners shall submit three copies of drawings indicating their compliance with these provisions at least thirty (30) calendar days prior to commencement of construction. Developer shall review the submittals and shall notify the applicant of their comments (in writing) within fifteen (15) calendar days of receipt of the submission. The applicant shall have seven (7) calendar days to revise and resubmit any corrections requested by Developer. Developer shall provide final approval or an additional response within seven (7) calendar days of receiving the resubmittal. Applicant must have approved drawings from Developer prior to proceeding with construction.

II. Common Area Elements:**A. Landscaping And Irrigation**

General: Owners shall comply with the following landscaping criteria. Approval will be received from Developer prior to commencement of construction on any landscape or irrigation work.

1. **Site landscape:** Five per cent (5%) of the entire site is to be landscape with at least fifty per cent (50%) of the landscape to be between the front of the building, (not the rear service or delivery areas) and public streets or private streets and boulevards.
2. **Street Yards:** Street yard is that area between the property line and the closest parking lot curb or drive or the front of the building, whenever there is no parking or drive between the building and the property line.
 - a) **Street yard trees:** Within the Street Yard there is to be One Large Tree per one hundred (100) linear feet of property frontage (or any portion thereof) and One Ornamental Tree per forty (40) linear feet of property frontage (or any portion thereof). Trees are to be clustered for a natural look. Trees used to meet these guidelines shall be selected from the General Tree List, included herein.

- b) **Shopping Center Signs:** No Large Trees within the street yard, or elsewhere on the site, are to be within eighty (80) linear feet of shopping center signs. This is to prevent the obstruction of the view of the signs from automobile passengers.
- c) **Berms:** Berms shall be built in all street yards. These berms are to be thirty inch (30") average height. They shall be gently meandering in the vertical and horizontal plane. No berms are to exceed a 3 to 1 slope for grass areas nor 2.5 to 1 for bed areas. Ends of joining berms are to split one behind the other to form to create a foreground and mid-ground affect.

Street yards that cannot build berms due to their adjacency to open drainage ditches, and other excessive grade changes from the street to the back of the street yard or where space does not allow berming to meet the specification noted above, shall provide a mix of different varieties of shrubs acceptable to the landlord.

- d) **Entry Drives:** Entry drives into all sites from public streets, private boulevard and feeder roads, except services drives, are to be landscaped with turf and at least seventy per cent (70%) of the area with a mix of dwarf shrubs, groundcovers, annuals and perennials. Of that seventy per cent, fifteen per cent (15%) is to be planted in annual or perennial flowers and ornamental grasses. This area is to include the street yard area depth extending from the back of curb on each side of the entry drive twenty (20%) linear feet down the property line or adjacent street or drive.

- 3. **Parking Lots:** All single rows of parking are to be terminated at each end with a landscape planting bed area of at least one hundred fifty (150) square feet (exclusive of curbs). Where there are more than thirty (30) spaces in a single row, an intermediate island of one hundred fifty (150) SF is required. This landscape area may include a one and one half-foot wide access walk adjacent to the curb of each end parking space.

The landscaping bed area shall consist of a mix of dwarf shrubs, groundcovers annuals and perennials not exceeding thirty inches (30") height at their natural growth maturity. Each end planting area (except directly in front of anchors) shall include a Large Tree or an Ornamental Tree with at least forty per cent (40%) of all the trees at the end of the parking rows for the whole property to be Large Trees. In the case of odd numbers when figuring the percentage of islands, the choice of tree type is up to the Owner. Avoid the planting of continuous tall "walls" of Large Trees down the ends of parking rows along any parking lot drive.

- 4. **Landscaping in Side and Rear yards.** All Parcels shall have a minimum of five (5) feet of landscape along the side and rear property lines. Adjacent property Owners may agree to share/swap these requirements in order to create a minimum of ten (10) feet of a landscape along the property line. This sharing/swapping of the landscape requirements must meet the approval of Developer.

- a) **Trees:** There shall be one Large Tree and one Ornamental Tree per one hundred (100) linear feet (or any portion thereof) of rear and side yard property line. The required trees for each property line are to be placed in a natural clumping along that property line. Owners of adjacent Parcels may share/swap these requirements along adjoining Parcels. These requirements are to be met jointly not separately. This sharing/swapping of the landscape requirements must meet the approval of Developer.

Trees at ends of parking rows that fall into the rear and side yard areas may be included in the tree requirements for this section.

5. **General Requirements:**

- a) **Plants for this development shall be selected from the following list:**

Large Trees

Cedar Elm	Ulmus crassifolia
Chinese Pistache	Pistacia chinensis
Bald Cypress	Taxodium distichum
Southern Sweetbay Magnolia	Magnolia virginiana 'australis'
White Ash, Male Selections	Fraxinus americana
White Oak	Quercus alba
Maidenhair Tree	Ginkgo biloba, Male trees only

Minimum specification for Large Trees is four-inch caliper for street yard requirements and three-inch caliper for all other tree requirements. All Large Trees are to be single trunk with the first branching at seven feet from ground.

Ornamental Trees

Crapemyrtle 'White Only'	Lagersroemia induce
Ilea decide	Possumhaw
Ilea attenuate	Savannah Holly, single trunk
	Foster Holly, single trunk
Ilea vomitoria	Yaupon Holly, 'Pride of Houston'
Coereces reinforces	Oklahoma or Texas Redbird

Minimum specification for Ornamental Trees is 8' all tree form, (no shrub form).

Shrubs for general use

Indian Hawthorne	Rapiolepis induce, No white flowers
Dwf. Yaupon Holly	Ilex vomitoria
Dwf. Chinese Holly	Ilex cornuta 'Rotunda'
Carissa Holly	Ilex cornuta 'Carissa'
Dwf. Waxmyrtle	Myrica cerifera 'Nana'
Gulf Stream Nandina	Nandina domestica 'Gulf Stream'
Anthony Waterer Spirea	Spirea x bumalda, 'Anthony Waterii'
'Sunburst' St. Johnwort	Hypericum frondosum, 'Sunburst'
Rosa x	Low growing 'Heritage or Antique' Roses
Tamarix Juniper	Juniperus sabina 'Tamariscifolia'

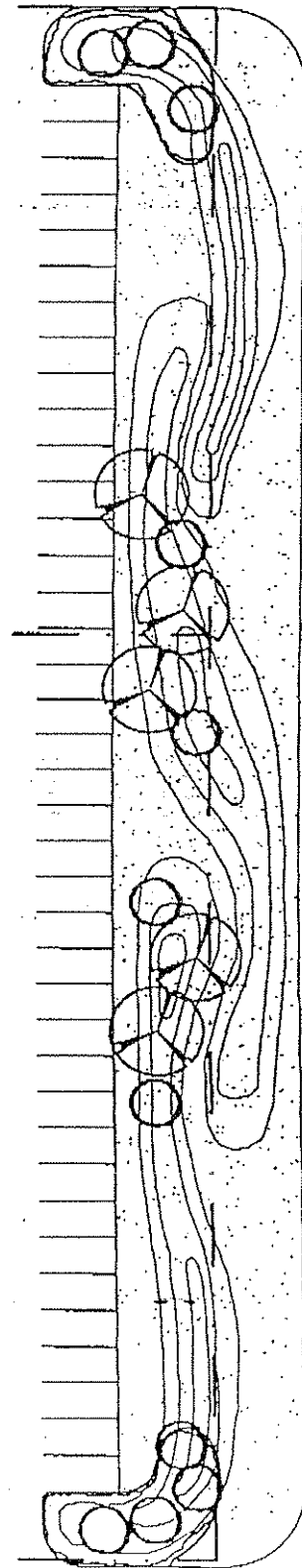
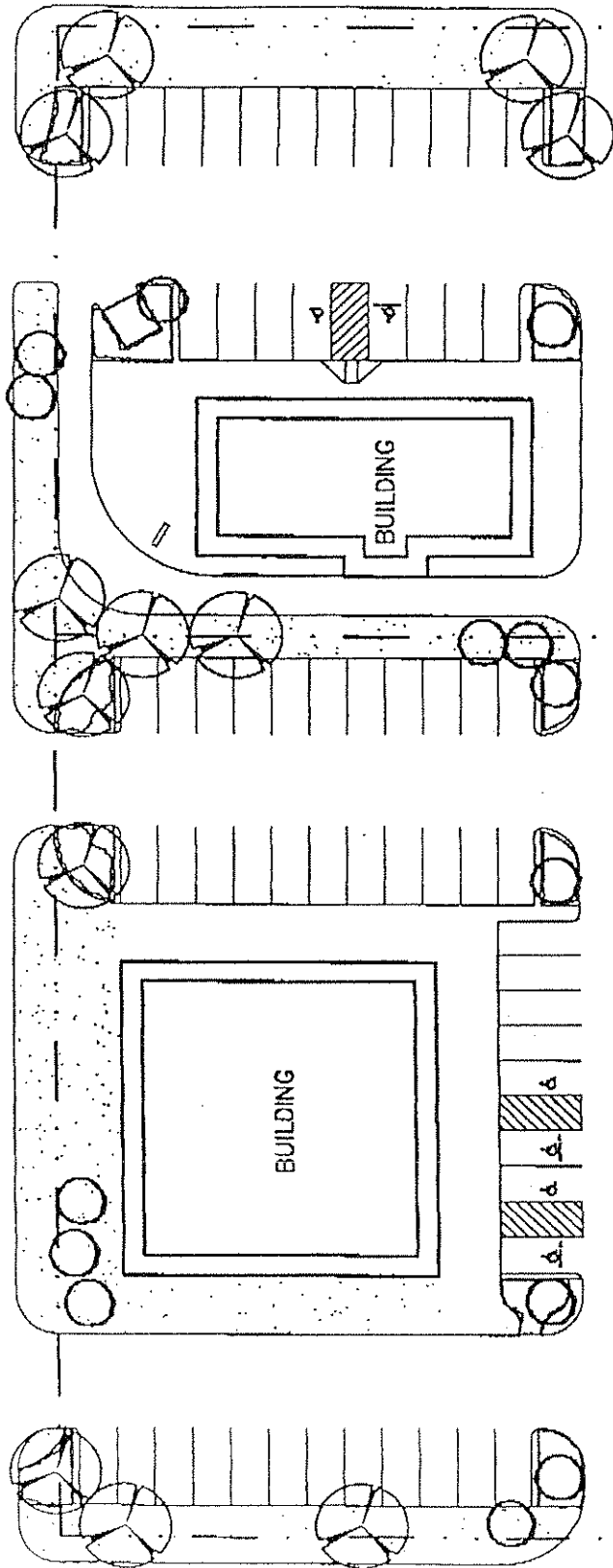
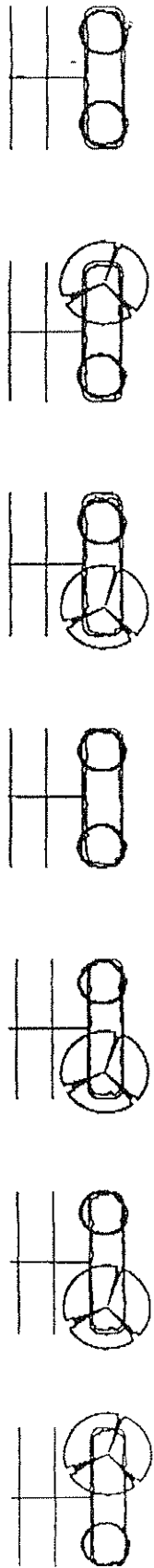
Groundcovers for general use

Liriope	Liriope muscari, 'John Burch' or 'Big Blue'
Mondo Grass	Ophiopogon japonicus
Blue Rug Juniper	Juniperus horizontalis 'Wiltoni'

Annuals and Perennials for general use, (not limited to this list)

Daylily
 Salvia
 Rudbeckia
 Hibiscus
 Ornamental Grasses
 Asters
 Gerber Daisy
 Snap Dragons
 Pansy
 Vinca (Annual Flower)
 Lantana

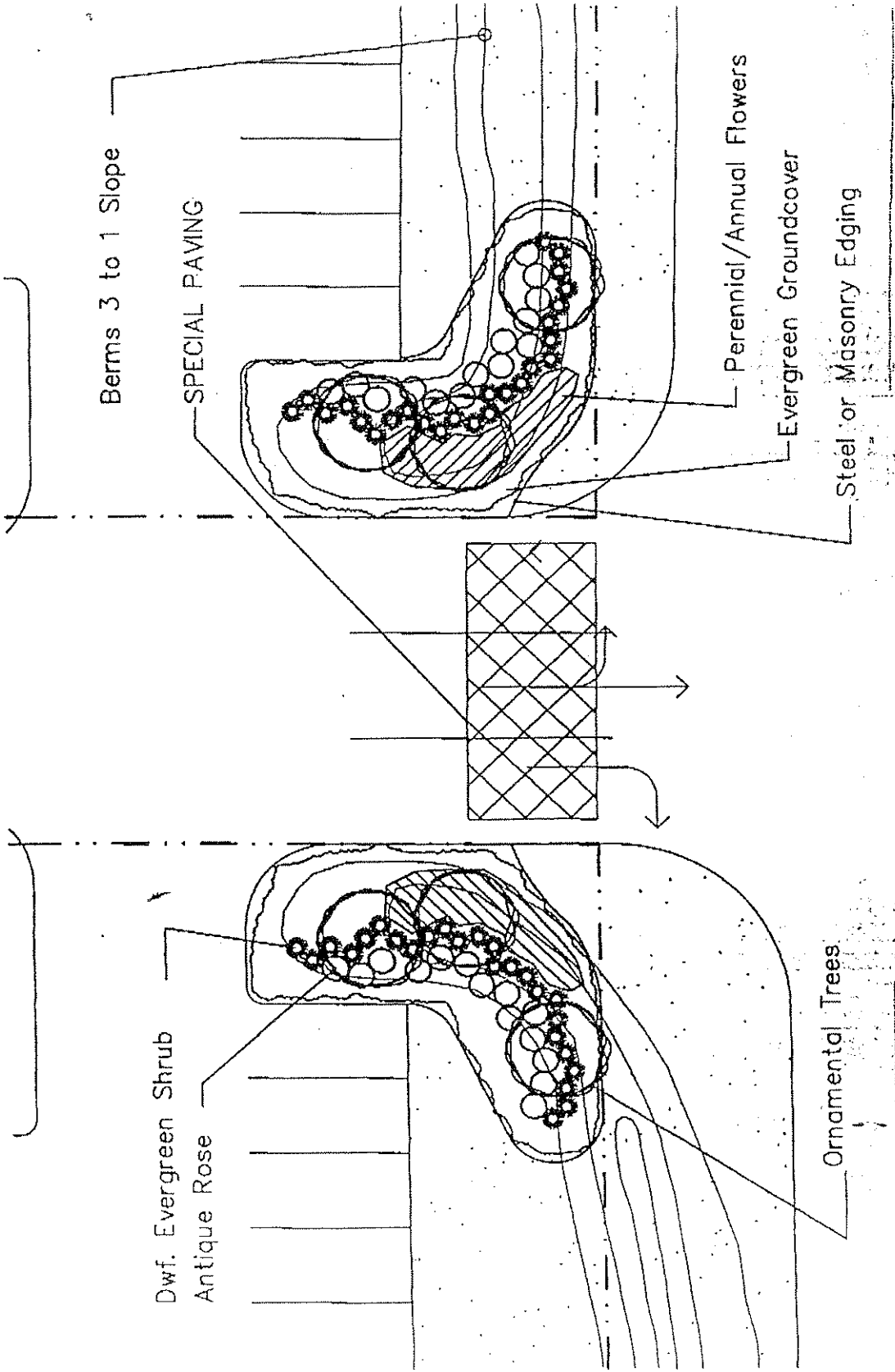
- b) **Tree locations.** No trees shall be planted within four feet of the back of any curb. No Large Tree shall be planted under any power line or so close as to interfere with the power line in the future. No Large Tree shall be planted within a sanitary sewer or water easement. Adjustments to tree types will be considered by Developer for such situations. No Large tree is to be planted within eighteen feet of a light standard.
- c) **Grades.** All beds or grass areas that are not part of berms and are surrounded by street or parking curbs are to be sloped up ten per cent from the curb to the center of the area. This does no apply to street yards adjacent to bar ditches or having grade changes within the street yard that make this impractical.
- d) All properties will have an approved irrigation system for all areas of landscaping within the development. Developers will submit irrigation drawings for review and approval with their landscape drawings.



TYPICAL SITE LANDSCAPE PLAN

ILLUSTRATION ONE

SCALE: 1" = 40' - 0"



TYPICAL ENTRY DRIVE

ILLUSTRATION TWO

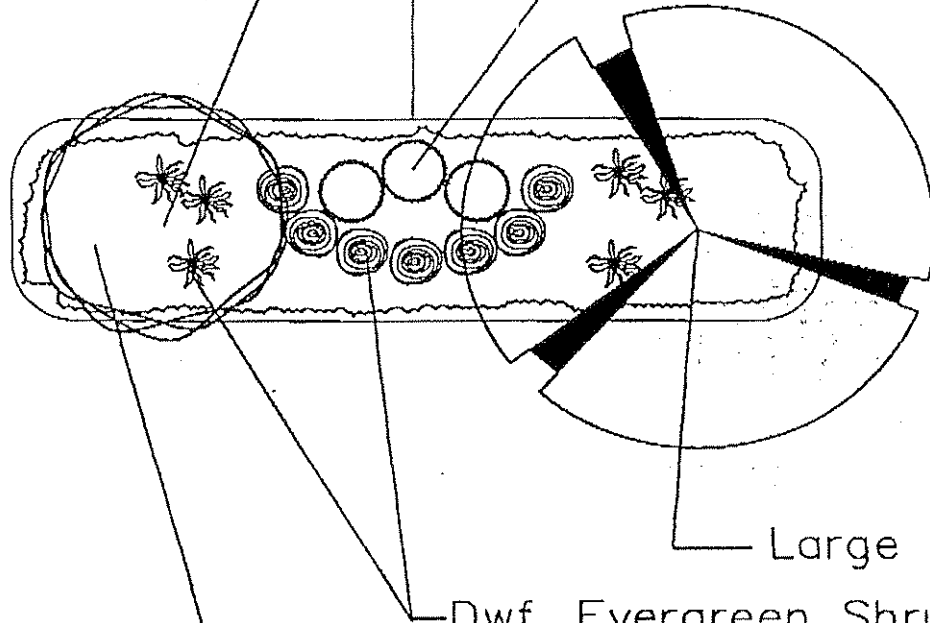
1/16" = 1' - 0"

*

Ornamental and Large Trees not required for islands across drives from Anchor Tenants

Ornamental Tree

Antique Roses



Large Tree

Dwf. Evergreen Shrubs

Evergreen Groundcover

TYPICAL END ROW ISLAND

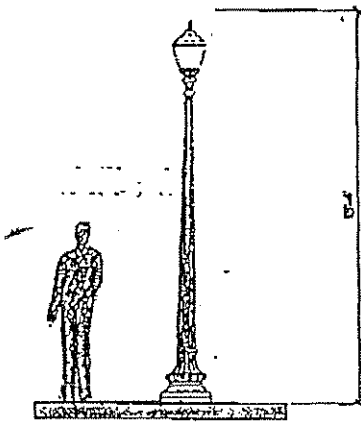
ILLUSTRATION THREE

SCALE: 1/8" = 1' - 0"

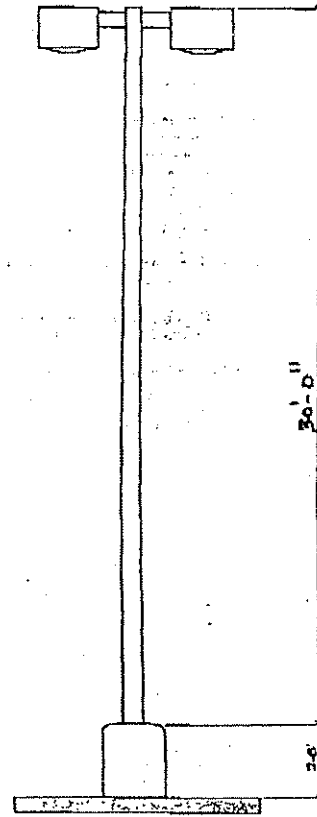
B. Parking Lot And Decorative Lighting

1. Decorative lighting shall meet the following specifications;
As manufactured by Antique Street Lamps, Inc., Austin, TX (512) 295-3585:
MR10F4/19-CA/DG-AAM30/DG-M175/QV
POLE: 10'-0" with 19" dia. base, cast aluminum/dark bronze.
LUMINAIRE: A Series, 18" wide, 40" high acorn globe-clear textured polycarbonate. Neck Finish-Dark Bronze. 175W M.H. light source with 6" dia. Borosilicate glass refractor - I.E.S. type 5 distribution.
2. Decorative lights shall be provided at each side of main entry drives into each Parcel, one on each side, by the Parcel Owner. Should a sign conflict with the decorative fixture, the fixture can be deleted; however, every effort must be made to provide two at each entry. Parcel Owners are encouraged to use decorative lighting at side walks and other applicable locations on their Parcel other than at entry drives to extend the theme of lighting into internal areas.
3. Parking lot lighting shall meet the following specifications:
MFG: Quality #SL-27VS - MH 1000 - 480 FDFD CC
POLE 25'-0", Round tapered steel pole with 10.5 square base, dark bronze finish
LAMP: 1, 2, 3, or 4 - 1000 W MH Clear, vertical position, 115,000 lumens
BALLAST: CWA - HPF
4. Pole bases shall be 2'-6" high above grade 2'-0" diameter and formed with "Sono" tube. Slope the top of the base away from the pole to shed moisture. Trowel to smooth finish and leave natural concrete color.
5. Minimum light levels within the development shall be as follows:
 - a. Minimum of three (3) foot candles maintained at grade level of all parking areas except a minimum of two foot candles shall be allowed within 20'-0" of an adjacent roadway.
 - b. A minimum of five (5) foot candles shall be provided on all vertical surfaces of the front building facade.
 - c. Decorative lights cannot be used in calculations to accomplish light levels.

SITE LIGHTING FIXTURES - CONCEPT SKETCHES



DECORATIVE LIGHT POLE



PARKING AREA POLE

C. Grading, Drainage and Utilities:

General Provisions

1. It is the intent of Developer that the entire Center be developed with all Parcels being considerate of conditions for development of adjacent Parcels. Developer has prepared master grading, drainage and utility plans to serve as guidelines for the Center as a whole and individual Parcel development.

Each Parcel Owner is required to review the master grading, drainage and utility plan and provide the necessary utilities or sleeves across their property to provide for future extension of utilities by others.

Grading and drainage plans will consider future finished grades at adjacent property lines and coordinate with Developer and adjacent Parcel Owners as necessary to reflect all foreseeable conditions that affect these properties and other properties up or down stream of the applicable Parcel.

It is the intent of Developer to provide for a common detention system for the Center and other phases of the development which will be reflected in the master grading plan. If the Owner of a Parcel being developed is not willing to participate in cost sharing of the detention system, such Owner will be required to provide detention on its Parcel to meet governmental criteria.

Shared cost agreements will be negotiated with each Parcel Owner separately as necessary and/or appropriate.

D. Signage Per Following Attachment

SIGNAGE CRITERIA
FOR

RETAIL DEVELOPMENT AT
SWC 1-20
&
GREENFIELD ROAD
BRANDON, MS

A DEVELOPMENT OF:
ERGON PROPERTIES, INC.

Prepared by
Callaway Architects, Inc.
Dallas, Texas

AUGUST 18, 2000

SIGNAGE CRITERIA

I. INTRODUCTION

- A. General
- B. Submission Requirements
- C. Responsibilities, Limitations, Liabilities
- D. Landlord Responsibilities
- E. Qualifications of Sign Contractors

II. DEVELOPMENT SIGN

- A. Description
- B. Elevations

III. PYLON SHOPPING CENTER SIGN

- A. Description
- B. Elevations

IV. ANCHOR SIGNAGE

- A. Description
- B. Elevation

V. PAD SIGNS

- A. Description
- B. Elevation

VI. OUTPARCEL SIGN BANDS

I. INTRODUCTION

A. GENERAL:

The Sign Criteria as set forth herein shall govern all signage to be used or displayed in the Center. Quality signage is required throughout, while maintaining pleasing architectural standards and fairness to all. Consideration will be given to allowing flexibility of sign design, individuality and creativity within the limits described herein. All signs within the Center must be designed, fabricated and installed to comply with the following criteria and specifications for each type of sign. Reference herein to an Owner of a Parcel shall include any tenant of such Owner.

B. SUBMISSION REQUIREMENTS:

This exhibit should be provided to the sign contractor to serve as a guide in preparing their design and cost estimates. The sign contractor must submit two (2) copies of the fabrication drawings to the offices of Ergon Properties, Inc. ("Developer") at 2829 Lakeland Drive, Jackson Mississippi 39208, Attention Jim Defoe. These drawings must show:

1. The sign in elevation on the full extent of the building façade for building signage.
2. Four (4) Elevations for ground mounted signs and foundation design.
3. Complete specifications and samples of all materials and colors in the sign.
4. One or more section drawings as necessary to fully describe the methods of assembly and electrical components used.

C. RESPONSIBILITIES, LIMITATIONS, LIABILITIES:

All signage located on any Parcel within the Center must conform to this sign criteria:

- The Owner shall be responsible for the cost of the sign and its erection.
- No sign may be erected on the Parcel or improvements thereon without first securing written approval from Developer.
- All permits as required by local building or sign codes shall be obtained by the Owner or its sign contractor.
- All costs for permitting, fabrication, and installation of signs shall be borne by the Owner.
- Developer reserves the right to prohibit logos in conjunction with signs if deemed inapplicable or inconsistent with the shopping center theme.

- Channelume construction, utilizing "Armor-Ply" plywood or any other flammable materials including foam or styrene as letter backs is prohibited.
- The use of banners, flags, or pennants, is prohibited.
- Box signs are prohibited.
- Flashing signs are prohibited.
- Portable, trailer, changeable copy signs are prohibited.
- "COMING SOON" signs must be coordinated with and approved by Developer.
- Each Owner and its sign contractor will be held liable for all costs required to remove and/or correct signs, sign installations and damage to buildings caused by signs or installation which do not conform to this criteria.
- Any violating Owner shall remove any signs prohibited by these criteria at such Owner's expense. Developer may remove signs and back charge the violating Owner if such Owner does not comply with this provision.

D. DEVELOPER RESPONSIBILITIES:

Developer shall review sign drawings submitted pursuant to B above and notify the submitting Owner of their approval or denial within fourteen (14) calendar days, of receipt.

E. QUALIFICATION OF SIGN CONTACTORS:

Sign contractors shall have a minimum of two years experience providing retail signage and shall be licensed, if required by the city of Brandon, Mississippi, and/or the State of Mississippi. Developer reserves the right to approve sign companies doing work on the Center.

II. DEVELOPMENT SIGN

There shall be one (1) development pylon sign located as shown on the Site Plan, which sign shall comply with the following:

A. DESCRIPTION:

TYPE OF SIGN

- Rear/illuminated plexiglass sign panels mounted on pylon structure.

LETTER STYLE

- Per tenant discretion with Developer approval.

ALLOWED PARTICIPANTS

- Anchors over 60,000 SF or as deemed appropriate by landlord.

SIZE AND LOCATION

- Maximum height: 40'
- Maximum width: 22'

SIGN CONSTRUCTION TYPE

- Design materials and colors shall comply with the shopping center design theme. Construction shall comply with all applicable building codes.

TYPEFACE AND COLORS

- Color and typeface is subject to Developer approval.
- Neon shall be 6500 white.
- Sign face as approved by Developer.

INSTALLATION:

- A licensed electrician shall perform final electric hookup. Shop drawings shall be submitted to Developer for approval. All signage installation shall be in accordance with local codes and ordinances, and the National Electric Code.

22'-0"

SHOPPING
CENTER NAME

THE
HOME
DEPOT

TENANT
TENANT

TENANT
TENANT

TENANT
TENANT

40'-0"

II DEVELOPMENT SIGN

SCALE 3/16" = 1'-0"

REQUIRED FRONT SETBACK: 10'
REQUIRED SIDE SETBACK: 10'
MAXIMUM HEIGHT: 40'

NOTE: DESIGN, MATERIALS AND COLORS
SHALL MATCH THE SHOPPING CENTER
DESIGN THEME.

III. PYLON SHOPPING CENTER SIGN

There shall be one pylon sign for the Center located as shown on the Site Plan.

A. DESCRIPTION

TYPE OF SIGN

- Rear illuminated Plexiglas sign panels mounted on pylon structure.

LETTER STYLE

- Per Owner discretion with Developer approval.

NUMBER AND LOCATION

- Typically 4 signage panels on two faces of the shopping center sign. Additional sign panels may be added at the discretion of Developer.
- There are currently contemplated four (4) quadrants or phases within the development. Each quadrant or center shall be allowed one shopping center sign per frontage on a city street or major private drive.
- The contents of these signs shall be limited to major users within that quadrant or phase.

SIZE AND LOCATION

- Maximum height: 25'
- Maximum width: 15'

SIGN CONSTRUCTION TYPE

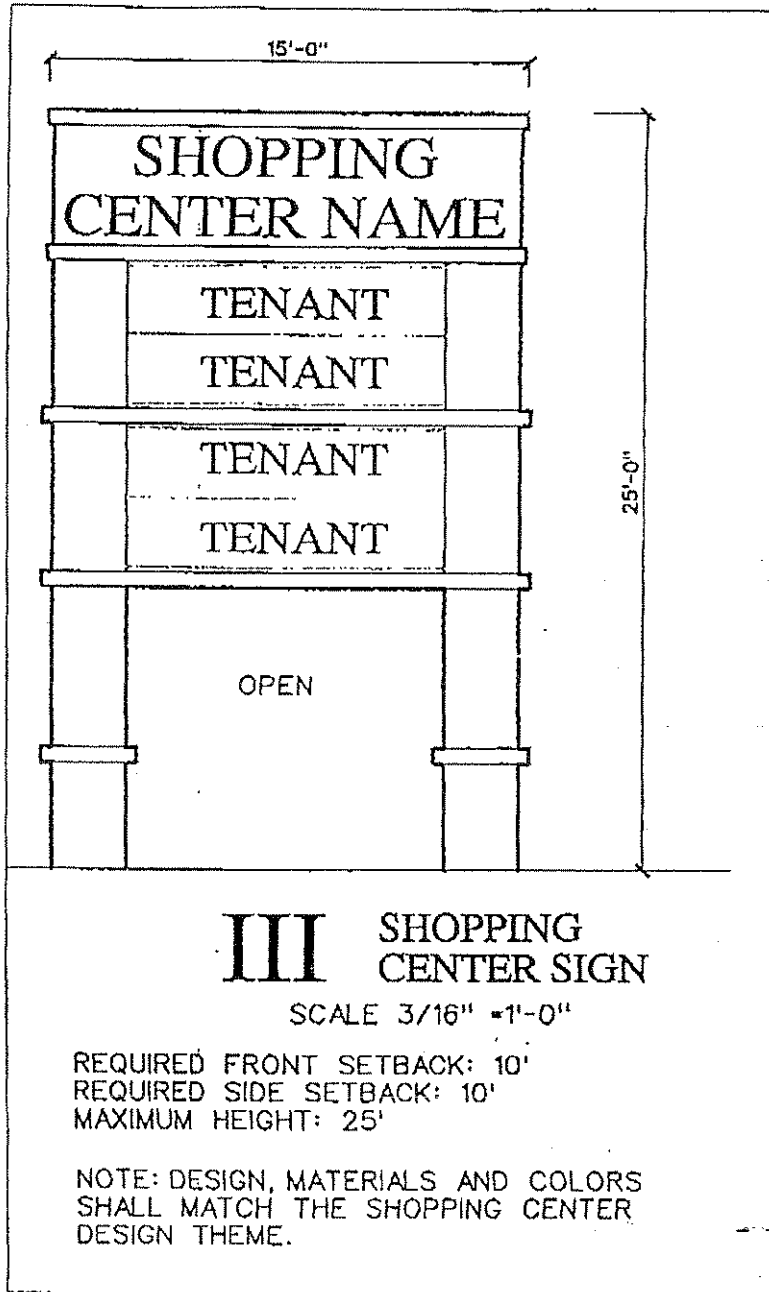
- Design materials and colors shall comply with the shopping center design theme.

TYPEFACE AND COLOR

- Logos and typefaces subject to Developer approval.
- Neon shall be 6500 white.
- Sign face - as approved by Developer.

INSTALLATION

A licensed electrician shall perform final electric hookup. Shop drawings shall be submitted to Developer for approval. All signage installation shall be in accordance with the local codes and ordinances, and the National Electric Code.



IV. ANCHOR SIGNAGE

Major Owners/tenants may be entitled to certain building mounted signage and additional pylon signage located on its Parcel in accordance with the following:

A. DESCRIPTION

TYPE OF SIGN

- Building mounted signage to identify store name and products.
- Rear illuminated plexiglass sign panel on approved supplemental pylon signage.

LETTER STYLE

- Per Owner/tenant discretion with Developer approval.

NUMBER AND LOCATION

- Building mounted signage as allowed by code and/or approved by Developer.
- Supplemental pylon sign as specifically negotiated with Developer for anchors in excess of 40,000 SF for specifically definable sites within the Center where additional signage for that Parcel is appropriate.

SIZE AND LOCATION

- Building signage as approved by Developer based on consistency of design and appropriateness for the Center.
- Supplemental pylon sign shall not exceed 20' in height or 100 SF in area.
- Electrical service and metering by anchor.

SIGN CONSTRUCTION TYPE

- As negotiated with Developer.
- Design materials and colors for supplemental signage shall be compatible with the shopping center design theme.

TYPEFACE AND COLOR

- Logos and typefaces subject to Developer approval.
- Sign face - as approved by Developer.

INSTALLATION

A licensed electrician shall perform final electric hookup. Shop drawings shall be submitted to Developer for approval. All signage installation shall be in accordance with the local codes and ordinances, and the National Electric Code.

V. PAD SIGNS

Each pad located on a Parcel shall be entitled to additional signage as follows:

A. DESCRIPTION

TYPE OF SIGN

- Rear illuminated Plexiglas sign panels mounted on pylon structure.

LETTER STYLE

- Per Owner/tenant discretion with Developer approval.

NUMBER AND LOCATION

- There is 1 signage panel on two faces of the monument sign walls.
- There will be allowed one sign per business.

SIZE AND LOCATION

- Maximum area: 48 SF
- Maximum area sign face 20 SF
- Maximum height: 6'-0"
- Minimum width: 8'-0"
- Electrical service and metering by pad user.

SIGN CONSTRUCTION TYPE

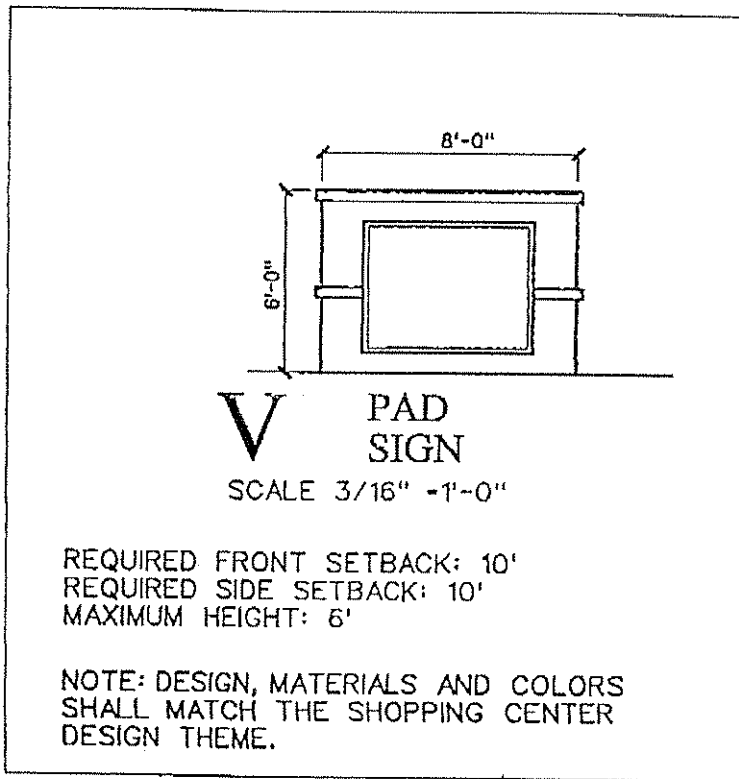
- Design materials and colors shall comply with the shopping center design theme.

TYPEFACE AND COLOR

- Logos and typefaces subject to Developer approval.
- Neon shall be 6500 white.
- Sign face - as approved by Developer.

INSTALLATION

A licensed electrician shall perform final electric hookup. Shop drawings shall be submitted to Developer for approval. All signage installation shall be in accordance with the local codes and ordinances, and the National Electric Code.



VI. OUTPARCEL SIGN BANDS.

FASCIA MOUNTED SIGNS ON OUTPARCELS "A", "B", "C" AND "D" SHALL COMPLY WITH THE FOLLOWING PROVISIONS:

- A. All fascia mounted signs must be individually illuminated neon channel letters with plastic translucent faces. Painted faces or "sign cans" are not acceptable.
- B. Signs shall be limited to the wording necessary to describe the business trade name and/or logo, or logo type. Logos will be considered on a case by case basis. Type styles will not be unreasonably restricted, providing that they are legible, or within the size limitations described below and meet Developer's approval.
- C. Letters shall be limited to 36" in height and located within the approved signage area. Two rows will be allowed; however, the aggregate height of the letters shall not exceed 48".
- D. Sign shall be located as negotiated with Developer but typically must be located within the designated sign band on the building.
- E. Physical construction of all fascia-mounted signs shall adhere to standard sign industry construction practices as follows:
 1. Letter Channels (Returns) - All letter returns shall be formed from galvanized sheet metal steel, 22 ga. minimum, or aluminum in minimum thickness of .040. Depth of channels shall be minimum of 4 inches, maximum of 6 inches. All interior surfaces must have a splash coat of white for reflective purposes. All exterior surfaces shall be painted dark bronze color to match approved sample (#739M003 Valspar Industrial Coatings).
 2. Letter Backs - Letter backs are to be made of galvanized sheet metal steel or aluminum of the same or greater thickness as that of the letter channels.
 3. Letter Faces - All letter faces are to be pigmented plexiglass, or equal acrylic sheets with a minimum thickness of .125 inches. Colors are not specifically restricted herein; however, landlord encourages ivory white and reserves the right to reject colors that are objectionable and not consistent with the design concept of the center in their judgement.
 4. Race Retainers - All letter faces must be attached to the letter channels using trimcap material, commonly known as Jewelite (1 inch trim), dark bronze color.

BOOK 943 PAGE 464

BOOK 926 PAGE 242

HD:

HOME DEPOT U.S.A., INC.

By: _____ (SEAL) *B6R*
Print Name: _____ *92*
Print Title: _____

Witness

Witness

STATE OF GEORGIA
COUNTY OF COBB

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2000, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is _____ of HOME DEPOT, U.S.A., INC., a Delaware 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 so to do.

(NOTARY PUBLIC)

My Commission Expires:

(Affix official seal, if applicable)



First American Title
(6)

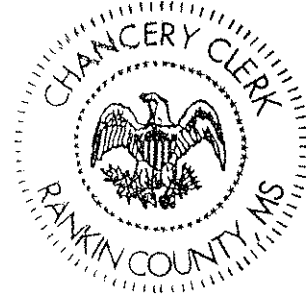
386083-0 1630 1650000

2000 *10-13* AM *8:30*
RANKIN COUNTY MS THIS INSTRUMENT WAS FILED FOR RECORD IN B *926* P *176*
BY *MURPHY* ADKINS, CHY. CLK. D.C.

PLEASE RECORD & RETURN TO:
FIRST AMERICAN TITLE INS CO
1675 LAKELAND DRIVE
RIVERHILL TOWER, FIRST FLOOR
JACKSON, MISSISSIPPI 39216

②

BOOK 943 PAGE 465



RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

2001 4-19 PM 2:40
IN B 943 P. 396
MURPHY ADKINS, CHY. CLK.
BY Myers D.C.