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ASSIGNMENT OF MASTER LEASE AND RENTS

Dated as of February 1, 1997

From

System Capital Real Property Corporation

Landlord

to

The Chase Manhattan Bank,
as Securities Intermediary,

and

Golden Funding Corporation
Assignee

L C # 023-0249

WALKER, BROWN & BROWN, P.A.
ATTORNEYS AT LAW
P. O. BOX 276
HERNANDO, MS 38632-0276

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ATTACHMENTS TO ASSIGNMENT OF MASTER LEASE:

Exhibit B — Consent and Agreement of Tenant

This instrument was prepared by
and upon recordation should
be returned to:

The Chase Manhattan Bank, as Collateral Agent
600 Travis, 9th Floor
Houston, Texas 77002
Attention: Norma Galarza
Trust Department, Asset Backed Securities Section

THIS ASSIGNMENT OF MASTER LEASE dated as of February 1, 1997 (herein, as the same may be hereafter amended or supplemented from time to time, called the "Assignment Agreement"), is from System Capital Real Property Corporation (the "Landlord") to The Chase Manhattan Bank, as securities intermediary (the "Securities Intermediary") under the Control Agreement (as hereinafter defined) for the benefit of Golden Funding Corporation and its successors and assigns (the "Assignee").

Capitalized terms not otherwise defined in this Assignment Agreement shall have the respective meanings assigned thereto in the Master Lease and Annex X attached hereto and made a part hereof.

PRELIMINARY STATEMENT

The sites have been leased by the Landlord to the Tenant (hereinafter referred to as the "Sites") pursuant to that certain Master Lease Agreement dated as of January 1, 1997 between Landlord and Tenant (herein, as the same may be hereafter amended or supplemented from time to time, called the "Master Lease"). The Sites consist of the Landlord's right, title and interest in and to the real property described in the Master Lease as the same may be amended or supplemented from time to time. One of the Sites is described in Exhibit A attached hereto.

The RP Notes are to be issued by the Landlord to the Assignee to obtain funds to finance the purchase of the Landlord's interest in the Sites. The Landlord, the Assignee and the Securities Intermediary have executed and delivered the Control Agreement dated as of February 19, 1997 pursuant to which the Landlord and the Assignee have transferred, assigned, pledged and conveyed all of the Landlord's estate, right, title and interest in and to the Master Lease, as more particularly described therein, to the Securities Intermediary.

NOW, THEREFORE, the Landlord hereby agrees for the benefit of Golden Funding Corporation, the Assignee as follows:

SECTION 1. COLLATERAL ASSIGNMENT OF MASTER LEASE.

The Landlord, in consideration of the premises and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as security for the payment of the principal and interest and other sums payable on the RP Notes by the Landlord and the performance and observance by the Landlord of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Securities Intermediary for the benefit of the Assignee, (1) all of the Landlord's estate, right, title, interest, claim and demand as the Landlord under the Master Lease, including all extensions and renewals of the term of the Master Lease, and all existing or future amendments, supplements or modifications of the Master Lease (and to any short form memoranda of the Master Lease executed for recording purposes), together with all rights, powers, privileges,

options and other benefits of the Landlord under the Master Lease, including, without limitation (a) the immediate and continuing right to receive and collect all rent income, revenues, issues, profits, insurance proceeds, condemnation awards, bankruptcy claims, liquidated damages, purchase price proceeds and other payments, tenders and security payable to or receivable by the Landlord under the Master Lease; (b) the right to give and withhold all waivers, consents, modifications, releases, amendments and agreements under or with respect to the Master Lease; (c) the right to give and receive copies of all notices and other instruments or communications under or pursuant to the Master Lease; (d) the right to take such action upon the occurrence of a RP Event of Default, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Master Lease or by law; (e) the right to do any and all other things whatsoever which the Landlord is or may be entitled to do thereunder; (2) the securities account (the "Account") established by the Securities Intermediary, located at 600 Travis, 49th Floor, Houston, Texas 77002 Attention: Global Trust Services, pursuant to the Control Agreement and entitled "Golden Funding Corporation Securities Account," as such Account shall be originally established and as such Account may be constituted in the future and in all of the following: (a) any free credit balance or other money, now or hereafter credited to, or owing from Securities Intermediary to Landlord in respect of, the Account; (b) any money, securities (certificated or uncertificated), securities entitlements, commodities contracts, instruments, documents, general intangibles, financial assets or other investment property held in or distributed from the account, now or in the future; (c) all books and records relating thereto; (d) all proceeds of the sale, exchange, redemption or exercise of any of the foregoing thereof, including but not limited to, any dividend, interest payment or other distribution of cash or property or otherwise in respect thereof; and (e) any rights incidental to the ownership of any of the foregoing, such as voting, conversion, subscription and registration rights and rights of recovery for violations of applicable securities laws; and (3) all proceeds of each of the foregoing.

SECTION 2. ASSIGNMENT AS COLLATERAL SECURITY.

The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish any obligations of the Landlord as Landlord under the Master Lease, nor impair, affect or modify any of the terms and conditions of the RP Note, nor shall any of the obligations of the Landlord under the Master Lease be imposed upon the Securities Intermediary or the Assignee, including, but not limited to, collecting rent or enforcing performance by the Tenant.

Without limiting the generality of the foregoing, neither the Securities Intermediary nor the Assignee shall be obligated to perform or discharge, nor does the Securities Intermediary or Assignee hereby undertake to perform or discharge, any obligation, duty or liability of the Landlord under the Master Lease or under or by reason of this Assignment Agreement. The Landlord does hereby waive any and all liability, loss or damage which may or might be asserted against the Securities Intermediary or the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or

agreements contained in the Master Lease to be performed or discharged by the Landlord thereunder, provided, however, if the Securities Intermediary or the Assignee does undertake any such action, the Landlord shall retain any rights it may have with respect thereto under the Master Lease. It is further understood and agreed that this Assignment Agreement shall not operate to place responsibility for the control, care, management or repair of the Sites upon the Securities Intermediary or the Assignee, nor for the carrying out of any of the terms and conditions of the Master Lease, in any such case binding upon or applicable to the Landlord, nor shall it operate to make the Securities Intermediary or the Assignee responsible or liable for any waste committed on the Sites by the Tenant or any person other than by the Assignee, or for any dangerous or defective condition of the Sites, or for any negligence of the management, upkeep, or repair or control of the Sites resulting in loss or injury or death to the Tenant, any sublessee, sublessor, licensee, employee or stranger other than by the Assignee.

This Assignment is a present assignment, effective immediately upon the execution and delivery hereof by Landlord and shall continue in effect until the indebtedness is finally and irrevocably paid in full.

SECTION 3. POWER OF ATTORNEY IN RESPECT OF THE MASTER LEASE.

Landlord does hereby irrevocably constitute and appoint the Securities Intermediary its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead to (a) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for all rent due under the Master Lease, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any RP Event of Default, sue for, compound and give acquittance for, or settle, adjust or compromise any claim for any and all such payments pursuant to the Master Lease, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Landlord or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Securities Intermediary on behalf of the Assignee in and to such rent and other sums and the security intended to be afforded hereby.

SECTION 4. ACTIONS WITH RESPECT TO THE MASTER LEASE.

The Landlord covenants and agrees to abide by and perform each and all of the covenants of the Landlord contained in the RP Note to the same extent and with the same force and effect as if each and all said terms were set out and repeated herein at length.

SECTION 5. ASSIGNEE DESIGNATED RECIPIENT; NOTICES BY LANDLORD.

The Landlord hereby directs the Tenant to deliver or remit directly to the Assignee's designee, the Securities Intermediary, at its address set forth in the Control Agreement all payments pursuant to the Master Lease, by wire transfer of Federal or other funds current and immediately available to the Securities Intermediary on behalf of the Assignee on the due date thereof. The Landlord hereby agrees to deliver to the Assignee, in the manner provided

for in Section 11(a) hereof, copies of all notices and other instruments or communications required or permitted to be given by the Landlord under the Master Lease pursuant thereto which are not by their express terms required to be delivered to the Assignee.

Landlord shall promptly give Assignee written notice of any default or circumstances of which RP Lender has actual knowledge that are likely to result in a default (such circumstances referred to as an "Anticipated Default") under the Master Lease, and, in any event, shall give such notice in sufficient time to enable Assignee to cure such default or Anticipated Default prior to the applicable party having a right to terminate by reason of such default.

SECTION 6. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS.

The Landlord agrees that the assignment made hereby and the designation and direction to the Tenant hereinabove set forth are irrevocable, and that the Landlord will not, while said assignment is in effect or thereafter until the Tenant has received from the Assignee written notice of the termination of said assignment or shall have otherwise terminated in accordance with Section 11(e) hereof, take any action as the Landlord under the Master Lease or otherwise which is inconsistent with said Assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Landlord will from time to time, upon request of the Assignee, execute all instruments of further assurance and all such supplemental instruments as the Assignee may reasonably request or as may otherwise be necessary to vest the Securities Intermediary on behalf of the Assignee with a first priority security interest in and lien on the RP Collateral assigned or which was intended to be assigned by this Assignment Agreement.

SECTION 7. AMENDMENTS OF THE MASTER LEASE.

In the event that the Master Lease shall be amended or supplemented, the Master Lease, as so amended or supplemented shall continue to be subject to the provisions of this Assignment Agreement without the necessity of any further act by any of the parties hereto.

SECTION 8. TENANT'S CONSENT AND AGREEMENT.

RP Borrower hereby represents and warrants that the form of the consent and agreement by the Tenant to the provisions of this Assignment Agreement as set forth in Exhibit B hereto has been duly executed and delivered by the Tenant.

SECTION 9. REMEDIES CUMULATIVE.

Each right, power and remedy of the Assignee provided for in this instrument or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment Agreement or now or hereafter existing at law or in equity or by statute or otherwise

and the exercise or beginning of the exercise by the Assignee of any one or more of such rights, powers or remedies shall not preclude the further exercise thereof or the simultaneous or later exercise by the Assignee of any or all such other rights, powers or remedies. No failure or delay on the part of the Assignee to exercise any such right, power or remedy (including, without limitation, the granting by the Assignee of consent to any action by Landlord or the Tenant) shall operate as a waiver thereof.

SECTION 10. MISCELLANEOUS.

(a) All notices, requests, offers, consents and other instruments given pursuant to this Assignment Agreement shall be delivered in accordance with the procedures set forth in the Real Property Loan Agreement and the Master Lease.

(b) This Assignment Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The headings to the various paragraphs of this Assignment Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Assignment Agreement. Neither this Assignment Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the parties hereto. If any provision of this Assignment Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Assignment Agreement and any other application of such provision shall not be affected thereby.

(c) THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AS TO THE PROPERTY PURSUANT TO THE LAWS OF THE STATE OF TEXAS.

(d) Upon payment in full of all indebtedness secured by this Assignment Agreement, the RP Note and performance of all other obligations secured hereby and thereby this Assignment Agreement and the lien created hereby shall terminate and be of no further force and effect and all property, rights and interests hereby conveyed, assigned or pledged shall revert to the Landlord; and, the Assignee, or the Securities Intermediary on behalf of the Assignee, shall, at the Tenant's expense, do, execute, acknowledge and deliver each and every deed, conveyance, transfer, discharge and release in recordable form necessary or proper to evidence the release, satisfaction and discharge of this Assignment Agreement.

* * * *

IN WITNESS WHEREOF, the Landlord has caused this Assignment Agreement to be duly executed and delivered, in its name and behalf, all as of the date and year first above written.

SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation

BY: Raymond Voros
Name: Raymond Voros
Title: Vice President

ACKNOWLEDGMENT
SYSTEM CAPITAL REAL PROPERTY CORPORATION
(No attestation required)

STATE OF ILLINOIS)
) §:
COUNTY OF DUPAGE)

I, Sandra Bieschke, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Raymond Voros, Vice President of System Capital Real Property Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of October, 2001.

Sandra Bieschke
Notary Public

OFFICIAL SEAL
SANDRA BIESCHKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/28/05

My commission expires July 28, 2005.

The Chase Manhattan Bank, as Securities Intermediary

By: _____

Name: Norma Galarza

Title: Assistant Vice President

WITNESS:

By: Rosilyn Edmond

Name: Rosilyn Edmond

STATE OF TEXAS)
) SS
COUNTY OF Harris)

On this 28th day of September, 2001, before me appeared Norma Galarza, to me personally known, who, being by me duly sworn (or affirmed), did say that she is the AVP of The Chase Manhattan Bank, and that said instrument was signed on behalf of said The Chase Manhattan Bank, as Securities Intermediary, by authority of its board of directors, and said Norma Galarza, AVP acknowledged said instrument to be the free act and deed of The Chase Manhattan Bank.

Connie J. Arndt
Notary Public

(SEAL)

CONNIE J. ARNDT
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 3-6-2003

Commission expires:

EXHIBIT B
(to Assignment of Master Lease and Rents)

CONSENT AND AGREEMENT
OF TENANT

THIS CONSENT AND AGREEMENT dated as of February 1, 1997, by McDonald's Corporation (the "Tenant") for the benefit of Golden Funding Corporation (the "Assignee") to the assignment made under the Assignment of Master Lease and Rents dated as of February 1, 1997 (the "Assignment Agreement") from System Capital Real Property Corporation(the "Landlord") to The Chase Manhattan Bank as Securities Intermediary for the benefit of the Assignee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment Agreement and Annex X.

1. The Tenant hereby consents to the terms and provisions of the Assignment Agreement and agrees it will deliver or remit directly to the Assignee or its designee, initially the Securities Intermediary: (a) copies of all notices and other instruments required or permitted to be given or made by the Tenant pursuant to the Master Lease, and (b) all rent, including, without limitation, payments pursuant to Article 2 of the Master Lease, profits, insurance proceeds, condemnation awards, liquidated damages and other payments, now or hereafter due and payable to or receivable by the Landlord under the Master Lease and without notice or demand, and without any offset, deduction, defense, abatement, suspension, deferment, diminution or reduction for any reason so that said funds shall at all times be available for payment of interest and principal due on the RP Note, except as expressly provided in the Master Lease. The Tenant will make such payments to the Assignee's designee, the Securities Intermediary, by wire transfer of Federal or other immediately available funds on the respective due dates of such Rent or other payments before 11:00 a.m. Houston, Texas time. If the Tenant shall make any delivery or remittance inconsistent with this consent, such delivery or remittance shall be neither valid nor effective as a delivery or remittance for purposes of the Master Lease or the Assignment. Actual receipt by the Securities Intermediary of the rent shall alone constitute payment and delivery thereof. The Tenant further agrees that it will not assert any offset, counterclaim, deduction or defense in any proceeding brought under the Assignment Agreement or otherwise, nor for any reason seek to recover from the Assignee any monies paid to the Assignee by virtue of the Assignment Agreement, except as expressly provided in the Master Lease.

2. The Tenant agrees that its obligations hereunder shall be absolute and unconditional, shall not be subject to any counterclaim, setoff, recoupment, deduction or defense (except for a defense of payment made or not yet due) based upon any claim the Tenant may have against the Landlord, the Assignee, or the Securities Intermediary and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by any circumstance or condition (whether or not the Tenant shall have any knowledge or notice thereof), including, without limitation: (a) any amendment or modification of or supplement to the Real Property Loan Agreement, the RP Note, the Master Lease, the Assignment Agreement, this instrument or any other instrument or any assignment or transfer of any thereof, or any furnishing or acceptance of additional security, or any release of any security, for the RP Note; (b) any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such instrument, or any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any such instrument; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to the Landlord, the Assignee or the sites or creditors of any such party; (d) any invalidity or unenforceability, in whole or in part, of the Master Lease, the Assignment Agreement or any term hereof or thereof; (e) any failure on the part of the Landlord for any reason to perform or comply with any term of the RP Note, the Master Lease or the Assignment Agreement; or (f) any other occurrence whatsoever.

3. The Tenant agrees that it will remain obligated under the Master Lease in accordance with its terms and that it will not take any action to terminate (other than pursuant to its rights under the Master Lease to do so), rescind or avoid the Master Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Landlord or any other Landlord under the Master Lease, and notwithstanding any action with respect to the Master Lease which may be taken by any trustee or receiver of the Landlord or by any court in such proceeding.

Document Number:
9-26-01/07:55AM

Legal Description

LEGAL DESCRIPTION OF A LOT #1 OF WHISPERING WOODS COMMERCIAL SUBDIVISION AS PER PLAT BOOK 76, PAGE 32 ALSO BEING A 1.21, MORE OR LESS ACRE TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, AND ALSO LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1534.76 FEET TO A POINT IN HACKS CROSS ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 22.83 FEET TO A POINT (CONCRETE RIGHT OF WAY MONUMENT FOUND 2.71 FEET SOUTH OF CORNER); THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.78 FEET, DELTA ANGLE OF 00 DEGREES 30 MINUTES 29 SECONDS, CHORD BEARING SOUTH 07 DEGREES 28 MINUTES 57 SECONDS WEST, CHORD DISTANCE 25.94 FEET , AND A LENGTH OF 25.94 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD ALSO BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.78 FEET, DELTA ANGLE OF 01 DEGREES 48 MINUTES 06 SECONDS, CHORD BEARING SOUTH 08 DEGREES 38 MINUTES 15 SECONDS WEST, CHORD DISTANCE 91.97 FEET , AND A LENGTH OF 91.97 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND ON SAID EAST RIGHT OF WAY LINE. THENCE SOUTH 09 DEGREES 32 MINUTES 18 SECONDS WEST 165.48 FEET TO A 1/2 " REBAR SET; THENCE SOUTH 80 DEGREES 27 MINUTES 42 SECONDS EAST 63.31 FEET TO A 1/2" REBAR SET; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 156.12 FEET TO A 1/2 "REBAR SET; THENCE NORTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 264.34 FEET TO A 1/2 "REBAR SET; THENCE NORTH 89 DEGREES 19 MINUTES 00 SECOND WEST 180.48 FEET TO THE POINT OF BEGINNING, CONTAINING 1.21, MORE OR LESS, ACRES (52,498, MORE OR LESS SQUARE FEET) OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, EASEMENTS, SUBDIVISION COVENANTS, AND RIGHTS OF WAY OF RECORD.

Together with the following appurtenant easement: See attached Exhibit A continued

4/e 0730249

P BK 91 PG 692

DATE MARCH 15, 2001_DLO

ACCESS EASEMENT

LEGAL DESCRIPTION OF A 30 FOOT WIDE INGRESS EGRESS ESM'T OF LAND LOCATED IN PART OF THE NORTHWEST, AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, AND ALSO LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1534.76 FEET TO A POINT IN HACKS CROSS ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 22.83 FEET TO A POINT (CONCRETE RIGHT OF WAY MONUMENT FOUND 2.71 FEET SOUTH OF CORNER); THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.78 FEET, DELTA ANGLE OF 00 DEGREES 30 MINUTES 29 SECONDS, CHORD BEARING SOUTH 07 DEGREES 28 MINUTES 57 SECONDS WEST, CHORD DISTANCE 25.94 FEET , AND A LENGTH OF 25.94 FEET TO A 1/2" REBAR SET ON THE EAST RIGHT OF WAY LINE OF HACKSCROSS ROAD; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.78 FEET, DELTA ANGLE OF 01 DEGREES 48 MINUTES 06 SECONDS, CHORD BEARING SOUTH 08 DEGREES 38 MINUTES 15 SECONDS WEST, CHORD DISTANCE 91.97 FEET , AND A LENGTH OF 91.97 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND ON SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 09 DEGREES 32 MINUTES 18 SECONDS WEST 165.48 FEET TO A 1/2 " REBAR SET; ALSO BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED ESM'T; THENCE SOUTH 80 DEGREES 27 MINUTES 42 SECONDS EAST 63.31 FEET TO A 1/2" REBAR SET; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 156.12 FEET TO A 1/2 "REBAR SET; THENCE NORTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 536.93 FEET TO A POINT; THENCE NORTH 86 DEGREES 52 MINUTES 29 SECONDS EAST 65.87 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST 37.29 FEET TO A POINT ON SOUTH LINE OF A 40' WIDE INGRESS EGRESS EASEMENT AS PER TRACT II DEED BOOK 375, PAGE 628, THENCE NORTH ALONG SAID LINE NORTH 86 DEGREES 39 MINUTES 39 SECONDS EAST 30.05 FEET TO A POINT ON SAID LINE; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST 67.44 FEET TO A POINT; THENCE SOUTH 86 DEGREES 52 MINUTES 29 SECONDS WEST 66.21 FEET TO A POINT; THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS WEST 538.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 188.45 FEET TO A POINT; THENCE NORTH 80 DEGREES 27 MINUTES 42 SECONDS WEST 65.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 09 DEGREES 32 MINUTES 18 SECONDS EAST 30.00 FEET TO THE POINT OF BEGINNING.

DATE APRIL 23, 2001_DLO

EXHIBIT A continued

Exhibit A

Legal Descr.

2 of 2

DETAIL