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DK P BK 142 PG 527
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

2/18/11 10:36:42
DK T BK 3,275 PG 105
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY:

Edley H. Jones III
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400
MS Bar No. 3201

Indexing Instructions:

Index as part of SE 1/4 of Section 5, NE 1/4 and SW 1/4 of Section 8, all in T-2-S, R-9-W, DeSoto County, Mississippi

SECOND AMENDMENT TO LEASES

THIS SECOND AMENDMENT TO LEASES (this "Second Amendment") is made and entered into effective as of February 17, 2011 (the "Effective Date") by and among SATURN DEVELOPMENT INC., a Mississippi corporation ("Development"), SATURN INVESTMENT CORPORATION, a Mississippi corporation ("Investment", together with Development, the "Landlord") and MISSISSIPPI BILLBOARD INVESTORS, L.P., a Texas limited partnership (the "Tenant").

WITNESSETH:

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 1A"), by and between Development and Stan A. Hall d/b/a Hall Outdoor and Noland-Davis, Inc. (collectively, "Original Tenant"), Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 1A, and which Lease 1A pertains to Building Permit 02-101 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12884, a memorandum of which Lease 1A was filed for record on September 24, 2004, in Book 104, Page 778 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 1A Memorandum");

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 2A"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County,

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Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 2A, and which Lease 2A pertains to Building Permit 02-102 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12883, a memorandum of which Lease 2A was filed for record on September 24, 2004, in Book 104, Page 787 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 2A Memorandum");

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 3A"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 3A, and which Lease 3A pertains to Building Permit 02-103 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12882, a memorandum of which Lease 3A was filed for record on September 24, 2004, in Book 104, Page 796 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 3A Memorandum");

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 4A"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 4A, and which Lease 4A pertains to Building Permit 02-104 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12881, a memorandum of which Lease 4A was filed for record on September 24, 2004, in Book 105, Page 1 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 4A Memorandum");

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 5A"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 5A, and which Lease 5A pertains to Building Permit 02-105 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12880, a memorandum of which Lease 5A was filed for record on September 24, 2004, in Book 105, Page 10 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 5A Memorandum");

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 6A"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 6A, and which Lease 6A pertains to Building Permit 02-106 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12879, a memorandum of which Lease 6A was filed for record on September 24, 2004, in Book 105, Page 19 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 6A Memorandum");

WHEREAS, by that certain Lease dated May 20, 2002 ("**Lease 7A**"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 7A, and which Lease 7A pertains to Building Permit 02-107 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12885, a memorandum of which Lease 7A was filed for record on September 24, 2004, in Book 105, Page 28 of the Chancery Clerk of DeSoto County, Mississippi (the "**Lease 7A Memorandum**");

WHEREAS, by that certain Lease dated May 20, 2002 ("**Lease 8A**"), by and between Development and Original Tenant, Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 8A, and which Lease 8A pertains to Building Permit 02-108 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12886, a memorandum of which Lease 8A was filed for record on September 24, 2004, in Book 105, Page 37 of the Chancery Clerk of DeSoto County, Mississippi (the "**Lease 8A Memorandum**");

WHEREAS, by that certain Lease dated May 20, 2002 ("**Lease 9A**"), by and between Investment and Original Tenant, Investment leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 9A, and which Lease 9A pertains to Building Permit 02-109 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12887, a memorandum of which Lease 9A was filed for record on September 24, 2004, in Book 105, Page 46 of the Chancery Clerk of DeSoto County, Mississippi (the "**Lease 9A Memorandum**");

WHEREAS, by that certain Lease dated May 20, 2002 ("**Lease 10A**"), by and between Investment and Original Tenant, Investment leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 10A, and which Lease 10A pertains to Building Permit 02-110 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12888, a memorandum of which Lease 10A was filed for record on September 24, 2004, in Book 105, Page 55 of the Chancery Clerk of DeSoto County, Mississippi (the "**Lease 10A Memorandum**");

WHEREAS, by that certain Lease dated May 20, 2002 ("**Lease 11A**"), together with Lease 1A, Lease 2A, Lease 3A, Lease 4A, Lease 5A, Lease 6A, Lease 7A, Lease 8A, Lease 9A and Lease 10A, the "**Leases**"), by and between Investment and Original Tenant, Investment leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 11A, and which Lease 11A pertains to Building Permit 02-111 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12889, a memorandum of which Lease 11A was filed for record on September 24, 2004, in Book

105, Page 64 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 11A Memorandum", together with the Lease 1A Memorandum, Lease 2A Memorandum, Lease 3A Memorandum, Lease 4A Memorandum, Lease 5A Memorandum, Lease 6A Memorandum, Lease 7A Memorandum, Lease 8A Memorandum, Lease 9A Memorandum and the Lease 10A Memorandum, the "Lease Memos");

WHEREAS, N.D.H., Inc. ("N.D.H.") succeeded to the interest of Original Tenant as the tenant under the Leases pursuant to that unrecorded Assignment dated June 26, 2002, executed by Stan A. Hall d/b/a Hall Outdoor and Noland-Davis, Inc. (the "N.D.H. Assignment"), and as confirmed by that Assignment dated December 28, 2004, executed by Stan A. Hall d/b/a Hall Outdoor and Noland-Davis, Inc., and filed for record on January 28, 2005, in Book 106, Page 709 of the Chancery Clerk of DeSoto County, Mississippi (the "Confirmation N.D.H. Assignment");

WHEREAS, Tenant succeeded to the interest of N.D.H. as the tenant under the Leases pursuant to that General Assignment dated September 17, 2004, and filed for record on September 24, 2004, in Book 105, Page 73 of the Chancery Clerk of DeSoto County, Mississippi (the "General Assignment");

WHEREAS, the description of the land subject to the respective Leases is attached hereto as Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the Leases upon the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend, and do hereby amend, the Leases as follows:

1. Renewal Options. The fourth (4th) sentence of Section 1 of each of the respective Leases is deleted in its entirety. Notwithstanding anything in Section 1 of each of the respective Leases to the contrary, the options to renew the terms of the respective Leases for each of the two (2), five (5) year periods, shall be deemed automatically and timely exercised by Tenant (and Landlord, by executing this Second Amendment, waives Tenant's obligation to deliver notice of exercise of said renewal options) except to the extent Tenant delivers written notice to Landlord (said notice to be delivered on or prior to the last day of the then applicable term (or renewal term) of the applicable Lease) of Tenant's desire that such terms (either individually or in the aggregate) expire upon their scheduled expiration date(s).

2. Reduction of Rent. Section 2 of each of the respective Leases is amended such that effective as of the Effective Date, Tenant's rental obligation under the Leases (including any renewal terms) shall be reduced to an amount equal to One and No/100 Dollars (\$1.00) per year, per Lease. Landlord acknowledges that as of the Effective Date, Tenant has paid in advance all rent due and owing with respect to the remainder of the respective terms of the Leases (including any renewal terms). In addition, notwithstanding anything in Section 2 of the respective Leases to the contrary, Tenant shall have no further obligation to provide copies of advertising contracts or advertising checks to Landlord.

3. Elimination of Termination Rights. The second (2nd) and third (3rd) sentences of Section 4 of each of the respective Leases are deleted in their entirety.

4. Elimination of Relocation Rights. Section 16 of each of the respective Leases is deleted in its entirety.

5. Notice Address of Lessee. From and after the Effective Date, the notice addresses of Lessee and Lessor under each of the Leases shall be as follows:

If to Lessee, to: Mississippi Billboard Investors, L.P.
c/o Integra Realty Resources - Houston
5718 Westheimer, Suite 1100
Houston, Texas 77057
Attention: David Dominy

with a copy to: Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Attention: Christopher T. Boehler

If to Lessor, to: Saturn Investment Corporation
Saturn Development, Inc.
14 Twelve Oaks Drive
Madison, Mississippi 39110
Attention: Joe Brata

with a copy to: G. Dewey Hembree
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, Mississippi 39225

6. Miscellaneous.

a. Amendment to Leases. The parties acknowledge and agree that the Leases have not been amended or modified in any respect, other than by this Second Amendment, and there are no other agreements of any kind currently in force and effect between the parties with respect to the Leases. The term "Leases" shall mean the Leases as so amended, unless the context requires otherwise.

b. Counterparts. This Second Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

c. Entire Agreement. This Second Amendment sets forth all covenants, agreements and understandings among the parties with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto except as set forth in this Second Amendment.

d. Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Leases, as amended, remain unchanged and continue to be in full force and effect.

e. Conflicts. The terms of this Second Amendment shall control over any conflicts between the terms of the Leases and the terms of this Second Amendment.

f. Capitalized Terms. Capitalized terms not defined herein shall have the same meanings attached to such terms under the Leases.

g. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

h. Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

[END OF TEXT]

Executed as of the Effective Date.

DEVELOPMENT:

SATURN DEVELOPMENT INC., a Mississippi corporation

By: 
D. Joseph Brata, President

INVESTMENT:

SATURN INVESTMENT CORPORATION, a Mississippi corporation

By: 
D. Joseph Brata, President

TENANT:

MISSISSIPPI BILLBOARD INVESTORS, L.P., a Texas limited partnership

By: Mississippi Billboard Investors GP,
LLC, a Texas limited liability company,
its general partner

By: _____
Joe C. Longbotham, President

STATE OF MISSISSIPPI

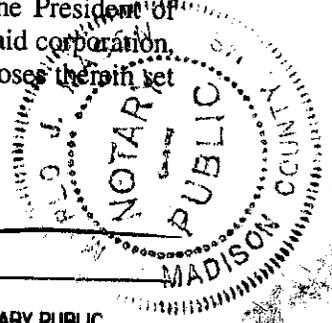
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this the 14th day of February, 2011, within my jurisdiction, the within named D. Joseph Brata, who stated and acknowledged to me that s/he is the President of **Saturn Development, Inc.**, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, s/he executed the foregoing instrument, for the uses and purposes therein set forth, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal, this 14th day of February, 2011.


NOTARY PUBLIC

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 8, 2011
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

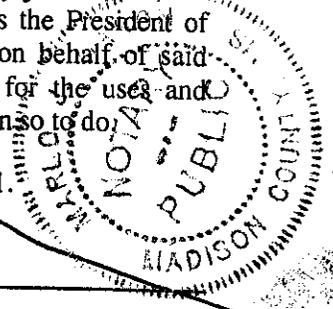
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this the 14th day of February, 2011, within my jurisdiction, the within named D. Joseph Brata, who stated and acknowledged to me that s/he is the President of **Saturn Investment Corporation**, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, s/he executed the foregoing instrument, for the uses and purposes therein set forth, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal, this 14th day of February, 2011.


NOTARY PUBLIC

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 8, 2011
BONDED THRU STEGALL NOTARY SERVICE



Executed as of the Effective Date.

DEVELOPMENT:

SATURN DEVELOPMENT INC., a Mississippi corporation

By: _____
D. Joseph Brata, President

INVESTMENT:

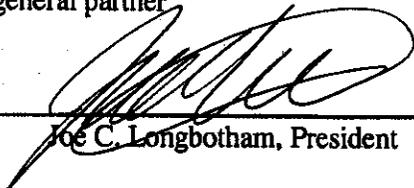
SATURN INVESTMENT CORPORATION, a Mississippi corporation

By: _____
D. Joseph Brata, President

TENANT:

MISSISSIPPI BILLBOARD INVESTORS, L.P., a Texas limited partnership

By: Mississippi Billboard Investors GP,
LLC, a Texas limited liability company,
its general partner

By:  _____
Joe C. Longbotham, President

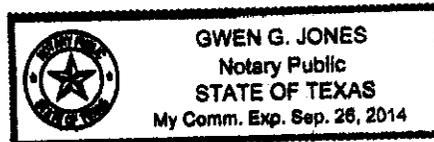
STATE OF TEXAS

COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this the 14 day of February, 2011, within my jurisdiction, the within named Joe C. Longbotham, who stated and acknowledged to me that he is the President of Mississippi Billboard Investors GP, LLC, a Texas limited liability company, acting in its capacity as general partner of **Mississippi Billboard Investors, L.P.**, a Texas limited partnership, and that for and on behalf of said limited liability company and limited partnership, and as their act and deed, he executed the foregoing instrument, for the uses and purposes therein set forth, after first having been duly authorized by said limited liability company and limited partnership so to do.

Given under my hand and official seal, this 14 day of February, 2011.

Gwen G. Jones
NOTARY PUBLIC
My Commission Expires: 09-26-2014



JOINDER OF MORTGAGEE

Oxford University Bank, a Mississippi bank, the sole beneficiary of a mortgage lien and other liens, assignments and security interests created pursuant to that certain Deed of Trust dated May 16, 2008, recorded at Book 2,900 Page 550 on May 19, 2008 of the Chancery Clerk's Records of DeSoto County, Mississippi securing the payment of a promissory note dated May 16, 2008, in the original principal amount of \$3,000,000 (such **Deed of Trust** and promissory note, collectively, the "**Lien Documents**") hereby (a) consents to the terms and provisions of the Second Amendment to Leases (the "**Amendment**") to which this Joinder of Mortgagee is attached and acknowledges that the execution thereof does not constitute a default under the Lien Documents or any other instrument executed in connection with or as security for the indebtedness described above and (b) subordinates the liens of the Lien Documents and any other liens and/or security interests securing said indebtedness to the rights and interests created under the Amendment, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under said Amendment.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the 15th day of February, 2011.

MORTGAGEE:

OXFORD UNIVERSITY BANK,
a Mississippi Bank

[Handwritten Signature]
Name: Rodney Brantley

Title: D.V.P. First South Farm Credit, ACA.
Attorney-in-Fact for Oxford University Bank

STATE OF MISSISSIPPI §
§
COUNTY OF MADISON §

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of February, 2011, within my jurisdiction, the within named Rodney Brantley, who having been duly sworn by me acknowledged that he is the Division Vice President of First South Farm Credit, ACA, Attorney-In-Fact for Oxford University Bank, a Mississippi banking corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument on the day and year therein mentioned after first having been duly authorized by said corporation to do so.

Notary Public

My Commission Expires: _____

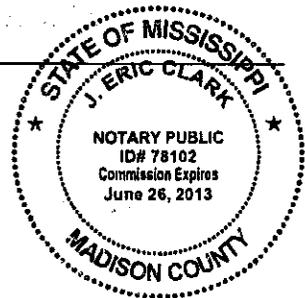


EXHIBIT A**PROPERTY DESCRIPTION OF SITES 1A THROUGH 11A**SITE 1A

0.069 OF AN ACRE OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 595.69 feet to an iron rod found on the west right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 39 seconds East, 637.54 feet to a right-of-way monument found; thence, North 39 degrees 24 minutes 23 seconds East, along said right-of-way line, 302.46 feet to the POINT OF BEGINNING; thence, leaving said right-of-way line, run North 50 degrees 35 minutes 37 seconds West, 60.00 feet; thence, North 39 degrees 24 minutes 23 seconds East, 50.00 feet; thence, South 50 degrees 35 minutes 37 seconds East, 60.00 feet to a point on the west right-of-way line of said Highway 61; thence, continue along said right-of-way line, South 39 degrees 24 minutes 23 seconds West, 50.00 feet to the POINT OF BEGINNING.

SITE 2A

0.069 OF AN ACRE OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 595.69 feet to an iron rod found on the west right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 39 seconds East, 637.54 feet to a right-of-way monument found; thence, North 39 degrees 24 minutes 23 seconds East, along said right-of-way line, 1209.64 feet to a right-of-way monument found; thence, North 37 degrees 22 minutes 32 seconds East, along said right-of-way line, 412.82 feet to the POINT OF BEGINNING; thence, leaving said right-of-way line, run North 52 degrees 37 minutes 28 seconds West, 63.50 feet; thence, North 37 degrees 22 minutes 32 seconds East, 47.08 feet; thence, South 52 degrees 37 minutes 28 seconds East, 63.50 feet to a point on the west right-of-way line of said Highway #61; thence, continue along said right-of-way line, South 37 degrees 22 minutes 32 seconds West, 47.08 feet to the POINT OF BEGINNING.

SITE 3A

0.069 OF AN ACRE OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 595.69 feet to an iron rod found on the west right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 39 seconds East, 637.54 feet to a right-of-way monument found; thence, North 39 degrees 24 minutes 23

seconds East, along said right-of-way line, 1209.64 feet to a right-of-way monument found; thence, North 37 degrees 22 minutes 32 seconds East, along said right-of-way line, 1732.82 feet to the POINT OF BEGINNING; thence, leaving said right-of-way line, run North 52 degrees 37 minutes 28 seconds West, 63.50 feet; thence, North 37 degrees 22 minutes 32 seconds East, 47.08 feet; thence, South 52 degrees 37 minutes 28 seconds East, 63.50 feet to a point on the west right-of-way line of said Highway #61; thence, continue along said right-of-way line, South 37 degrees 22 minutes 32 seconds West, 47.08 feet to the POINT OF BEGINNING.

SITE 4A

0.069 OF AN ACRE OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 595.69 feet to an iron rod found on the west right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 39 seconds East, 637.54 feet to a right-of-way monument found; thence, North 39 degrees 24 minutes 23 seconds East, along said right-of-way line, 1209.64 feet to a right-of-way monument found; thence, North 37 degrees 22 minutes 32 seconds East, along said right-of-way line, 3052.82 feet to the POINT OF BEGINNING; thence, leaving said right-of-way line, run North 52 degrees 37 minutes 28 seconds West, 63.50 feet; thence, North 37 degrees 22 minutes 32 seconds East, 47.08 feet; thence, South 52 degrees 37 minutes 28 seconds East, 63.50 feet to a point on the west right-of-way line of said Highway #61; thence, continue along said right-of-way line, South 37 degrees 22 minutes 32 seconds West, 47.08 feet to the POINT OF BEGINNING.

SITE 5A

0.069 OF AN ACRE OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 595.69 feet to an iron rod found on the west right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 39 seconds East, 637.54 feet to a right-of-way monument found; thence, North 39 degrees 24 minutes 23 seconds East, along said right-of-way line, 1209.64 feet to an iron rod found; thence, North 37 degrees 22 minutes 32 seconds East, along said right-of-way line, 4253.45 feet to the POINT OF BEGINNING; thence, leaving said right-of-way line, run North 52 degrees 37 minutes 28 seconds West, 63.50 feet; thence, North 37 degrees 22 minutes 32 seconds East, 47.08 feet; thence, South 52 degrees 37 minutes 28 seconds East, 63.50 feet to a point on the west right-of-way line of said Highway #61; thence, continue along said right-of-way line, South 37 degrees 22 minutes 32 seconds West, 47.08 feet to the POINT OF BEGINNING.

SITE 6A

Being a 0.0689 acre parcel of land situated in the Southeast Quarter (SE ¼) of Section 5, Township 2 South, Range 9 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Saturn Development, Inc. as described in Deed Book 387, Page 494, and Deed

Book 387, Page 510, in the Chancery Clerk's Office of said DeSoto County, Mississippi. Said parcel of land being more particularly described as follows:

Commencing at a p.k. nail set in the asphalt pavement of Church Road, marking the location of a 1" pipe found previously at the common corner of Sections 4, 5, 8, and 9, Township 2 South, Range 9 West, DeSoto County, Mississippi;

Thence, along the line between said Sections 4 and 5, run North 00 degrees 32 minutes 59 seconds West, 842.35 feet to a ½" iron rebar set on the North right of way line of Mississippi State Highway No. 61, as same exists this date, (December 2004);

Thence, along said North right of way line, run South 35 degrees 40 minutes 09 seconds West, 73.54 feet to a ½" iron rebar set, marking the Southeast corner and the Point of Beginning of the herein described parcel;

Thence, leaving said North right of way line, run North 54 degrees 19 minutes 51 seconds West, 60.00 feet to a ½" iron rebar set;

Thence, run South 35 degrees 40 minutes 09 seconds West, 50.00 feet to a ½" iron rebar set;

Thence, run South 54 degrees 19 minutes 51 seconds East, 60.00 feet to a ½" iron rebar set on the aforesaid North right of way line of Mississippi State Highway No. 61;

Thence, along said North right of way line, run North 35 degrees 40 minutes 09 seconds East, 50.00 feet to the Point of Beginning, containing 0.0689 acres, (3,000 square feet), more or less.

SITE 7A

0.069 OF AN ACRE OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 958.87 feet to an iron rod found on the east right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 179.46 feet to an iron rod found; thence, North 32 degrees 32 minutes 30 seconds East, along said right-of-way line, 240.82 feet to an iron rod found; thence, North 37 degrees 18 minutes 20 seconds East, along said right-of-way line, 629.54 feet to the POINT OF BEGINNING; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 50.00 feet; thence, leaving said right-of-way line, run South 52 degrees 41 minutes 40 seconds East, 60.00 feet; thence, South 37 degrees 18 minutes 20 seconds West, 50.00 feet; thence, North 52 degrees 41 minutes 40 seconds West, 60.00 feet to the POINT OF BEGINNING.

SITE 8A

0.069 OF AN ACRE OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 958.87 feet to an iron rod found on the east right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 179.46 feet to an iron rod found; thence, North 32 degrees 32 minutes 30 seconds East, along said right-of-way line, 240.82 feet to an iron rod found; thence, North 37 degrees 18 minutes 20 seconds East, along said right-of-way line, 1949.54 feet to the POINT OF BEGINNING; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 50.00 feet; thence, leaving said right-of-way line, run South 52 degrees 41 minutes 40 seconds East, 60.00 feet; thence, South 37 degrees 18 minutes 20 seconds West, 50.00 feet; thence, North 52 degrees 41 minutes 40 seconds West, 60.00 feet to the POINT OF BEGINNING.

SITE 9A

0.069 OF AN ACRE OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 958.87 feet to an iron rod found on the east right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 179.46 feet to an iron rod found; thence, North 32 degrees 32 minutes 30 seconds East, along said right-of-way line, 240.82 feet to an iron rod found; thence, North 37 degrees 18 minutes 20 seconds East, along said right-of-way line, 2430.13 feet to an iron rod found; thence, North 37 degrees 19 minutes 40 seconds East, 839.19 feet to the POINT OF BEGINNING; thence, continue along said right-of-way line, North 37 degrees 19 minutes 40 seconds East, 30.68 feet; thence, North 45 degrees 51 minutes 00 seconds East, 19.54 feet; thence, leaving said right-of-way line, run South 52 degrees 40 minutes 30 seconds East, 60.00 feet; thence, South 45 degrees 51 minutes 00 seconds West, 19.54 feet; thence, South 37 degrees 19 minutes 40 seconds West, 30.68 feet; thence, North 52 degrees 40 minutes 30 seconds West, 60.00 feet to the POINT OF BEGINNING.

SITE 10A

0.069 OF AN ACRE OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 958.87 feet to an iron rod found on the east right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 179.46 feet to an iron rod found; thence, North 32 degrees 32 minutes 30 seconds East, along said right-of-way line, 240.82 feet to an iron rod found; thence, North 37 degrees 18 minutes 20 seconds East, along said right-of-way line, 2430.13 feet to an iron rod found; thence, North 37 degrees 19 minutes 40 seconds East, along said right-of-way line, 869.87 feet; thence, North 45 degrees 51 minutes 00 seconds East, along the right-of-way line, 202.20 feet to an iron rod found; thence, North 34 degrees 28 minutes 00 seconds East, along same, 600.70 feet to an iron rod found; thence, North 37 degrees 19 minutes 30 seconds East, along same, 491.19 feet to the POINT OF BEGINNING; thence, continue along said right-of-way line, North 37 degrees 19 minutes 30 seconds East, 45.45 feet; thence, leaving said right-of-way line, run South 52 degrees 40 minutes 30

seconds East, 66.00 feet; thence, South 37 degrees 19 minutes 30 seconds West, 45.45 feet; thence, North 52 degrees 40 minutes 30 seconds West, 66.00 feet to the POINT OF BEGINNING.

SITE 11A

0.069 OF AN ACRE OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at an iron rod found at the southwest corner of said Section 8; thence, run South 89 degrees 28 minutes 02 seconds East, 958.87 feet to an iron rod found on the east right-of-way line of Highway #61; thence, continue along said right-of-way line, North 37 degrees 18 minutes 20 seconds East, 179.46 feet to an iron rod found; thence, North 32 degrees 32 minutes 30 seconds East, along said right-of-way line, 240.82 feet to an iron rod found; thence, North 37 degrees 18 minutes 20 seconds East, along said right-of-way line, 2430.13 feet to an iron rod found; thence, North 37 degrees 19 minutes 40 seconds East, along said right-of-way line, 869.87 feet; thence, North 45 degrees 51 minutes 00 seconds East, along the right-of-way line, 202.20 feet to an iron rod found; thence, North 34 degrees 28 minutes 00 seconds East, along same, 600.70 feet to an iron rod found; thence, North 37 degrees 19 minutes 30 seconds East, along same, 1725.00 feet to the POINT OF BEGINNING; thence, continue along said right-of-way line, North 37 degrees 19 minutes 30 seconds East, 50.00 feet; thence, leaving said right-of-way line, run South 52 degrees 40 minutes 30 seconds East, 60.00 feet; thence, South 37 degrees 19 minutes 30 seconds West, 50.00 feet; thence, North 52 degrees 40 minutes 30 seconds West, 60.00 feet to the POINT OF BEGINNING.