

Prepared By:
William S. Mendenhall
4268 I-55 North
Jackson, Mississippi 39211
(601) 351-2400
Bar No: 2869

Return To: First American Title Insurance Company
201 Airport Road, Suite 301
Flowood, MS 39232
Attn: Melissa Holyfield
(601) 366-1222

Mortgage Loan No.: 12202

INDEXING INSTRUCTIONS TO THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI: The real property that is the subject of this instrument is located in the NE 1/4 of the SE 1/4 of Section 25, Township 1S, Range 6, Desoto County, Mississippi.

ASSIGNMENT OF LEASES AND RENTS
(7485 Polk Lane, Olive Branch, Mississippi)

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of January 31, 2012, by **AP POLK LANE LLC**, a Delaware limited liability company, having an address in care of AREA Property Partners, Two Manhattanville Road, Suite 203, Purchase, New York 10577, Attention: Steven Wolf ("**Assignor**"), to and for the benefit of **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation having an address in care of Cornerstone Real Estate Advisers, One Financial Plaza, Hartford, Connecticut 06103, Attention: Finance Group Loan Servicing ("**Assignee**") and to the extent applicable under Article 13 of the Loan Agreement, "**Administrative Agent**").

RECITALS:

A. Assignor, the other parties constituting Group Borrower, and Assignee, among other parties, entered into that certain Loan Agreement of even date herewith (as the same may be amended or modified from time to time, the "**Loan Agreement**"), which Loan Agreement governs, among other loans, a loan (the "**Loan**") in the stated principal amount of \$44,900,000.00 made by Lender to Group Borrower, which Loan is evidenced by that certain Promissory Note of even date herewith executed and delivered by Group Borrower (as the same may be amended or modified from time to time, the "**Note**").

B. The Loan is secured in part by Assignor's interest in and to that certain real property located in the City of Olive Branch, County of DeSoto, and State of Mississippi and more particularly described on Exhibit A attached hereto (the "**Premises**"), as evidenced by (i) a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended or modified from time to time, the "**Deed of Trust**") with respect to the Premises, and (ii) this Assignment. As used herein, the Loan Agreement, the Note, the Deed of Trust, this Assignment, and all other instruments evidencing, securing or pertaining to the Loan, now or from time to time hereafter executed by Assignor and/or the other parties constituting Group Borrower and delivered to Assignee in connection with the Loan, are referred to collectively herein as the "**Loan Documents**"; provided, however, notwithstanding anything herein or in any other Loan Document to the contrary, the Indebtedness does not include any amounts owing under any guaranty of all or any portion of the Indebtedness or any amounts owing under that certain Unsecured Environmental Indemnity Agreement dated as of the date of this Assignment executed by Group Borrower, AP DW Industrial Portfolio LLC, a Delaware limited liability company, among other parties, in favor of Lender.

C. Assignee has required, as a condition to making the Loan, that Assignor make and deliver this Assignment as below provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Recitals. The foregoing recitals are incorporated into this Assignment by this reference.

2. Defined Terms. As used in this Assignment, unless otherwise defined herein, all initially capitalized terms shall have the respective meanings ascribed to such terms in the Loan Agreement.

3. Assignment.

(a) Assignor does hereby absolutely, presently and irrevocably assign, transfer, and set over unto Assignee:

(i) All of the right, title and interest of Assignor in and to all leases, occupancy agreements, licenses to occupy, lettings, tenancies and other similar agreements, affecting all or a portion of the Premises, which leases, occupancy agreements, licenses to occupy, and other similar agreements are listed on the certified rent roll delivered from Assignor to Assignee simultaneously with this Assignment (the "**Rent Roll**"), and all other and future leases, occupancy agreements, licenses to occupy, lettings and tenancies and other similar arrangements, of the Premises, and all modifications, renewals, and extensions of the existing leases, occupancy agreements, licenses to occupy, lettings, tenancies and other similar arrangements present and future, together with guarantees, if any, of the lessee's obligations thereunder whether entered into before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et.

seq. as the same may be amended from time to time, or any successor statute thereto (the "**Bankruptcy Code**") (collectively the "**Leases**");

(ii) All rents, issues, income, proceeds, payments, and profits arising from the Leases and from the use and occupation of the Premises, including, without limitation, all fixed and additional rents, cancellation payments, option payments, letter of credit proceeds, supporting obligations, security deposits and all sums due and payments made under any guarantee of any of the Leases or any obligations thereunder (collectively "**Rents**"); and

(iii) All rights, powers, privileges, options and other benefits of Assignor under the Leases, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy Code, and the right to apply the same to the payment of the Indebtedness (collectively "**Rights**").

(b) Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Leases and Rents, and not an assignment for additional security only. Assignee grants to Assignor a revocable license ("**License**") to exercise all of the rights and perform all of the obligations of the landlord under the Leases (subject to the restrictions of the Loan Agreement), including, without limitation, the right to collect and receive the Rents. Assignor hereby agrees that Assignee may authorize and direct the lessees named in the Leases, and any other occupants of the Premises, and all Lease guarantors, to pay over to Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Default exists, and to continue to do so until the lessees are otherwise notified by Assignee.

4. Assignor's Warranties and Representations; Covenants.

(a) Assignor hereby warrants and represents to Assignee as follows:

(i) Assignor has not executed any prior assignment of the Leases or Rents, nor has it performed any act or executed any other instrument which might prevent Assignor from fulfilling any of the terms and conditions of this Assignment or which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;

(ii) Assignor has not executed or granted any modification, waiver or amendment whatsoever of any of the Leases, except as indicated on the Rent Roll; the Leases are in full force and effect; and there are no defaults now existing under the Leases, or any conditions which, after notice, passage of time, or both would constitute defaults;

(iii) Assignor will observe and perform all the obligations imposed upon the lessor under the Leases and will not do or permit to be done anything to impair any of the Leases;

(iv) Assignor will not collect any of the rents, issues, income, proceeds payments, and profits arising or accruing under the Leases or from the Premises more than thirty (30) days in advance of the time when the same shall become due under the Leases, nor execute any other assignment of the Leases or assignment of rents, issues, income, proceeds or profits with respect to the Premises; and

(v) Except as otherwise specifically permitted under Section 5.1 of the Loan Agreement, or with the prior written consent of the Assignee, Assignor will not alter or modify the terms of the Leases, give any consent or exercise any option required or permitted by such terms, accept a surrender thereof, or consent to any assignment of or subletting under the Leases, whether or not in accordance with their terms.

5. Revocation of License.

(a) Upon or at any time after the occurrence of an Event of Default, the License granted to Assignor in subsection 3(b) of this Assignment shall automatically be revoked without the need of any action by Assignee, and Assignee shall immediately be entitled to the receipt and possession of all Rents, and to the assumption of the Rights whether or not Assignee enters upon or takes control of the Premises.

(b) Upon demand by Assignee following the occurrence of an Event of Default, Assignor shall immediately deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the lessees under the Leases and all others in possession of the Premises or any portion thereof to pay directly to Assignee all Rents.

(c) Upon revocation of the License, Assignee may, at its option, without waiving such Event of Default and without notice or regard to the adequacy of the security for the Indebtedness, either in person or by agent, nominee or attorney, or by a receiver appointed by a court, with or without bringing any action or proceeding, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise, and exclude Assignor and its agents from the Premises.

(d) Upon revocation of the License, Assignee may also take possession of the Premises, and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper. In addition, and with or without taking possession of the Premises, Assignee, in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in such order of priority as Assignee in its sole discretion deems appropriate, to the payment of:

(i) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other

persons or entities as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises, including, without limitation, all taxes, claims, assessments, ground rents, water rents, sewer rents and any other liens or charges, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises;

(ii) the Indebtedness; and

(iii) all costs and attorneys' fees, costs and expenses incurred in connection with the enforcement of this Assignment and any of the Loan Documents.

6. No Liability of Assignee. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any Lease, or otherwise impose any obligation upon Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises, or from any other act or omission of Assignee either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises, unless such loss is caused by the willful misconduct or gross negligence of Assignee.

7. No Mortgagee in Possession. In the absence of taking actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (iii) shall not be liable to perform any obligation of the lessor under any Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment.

8. Bankruptcy.

(a) Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the Bankruptcy Code including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten (10)-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Leases to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee

serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

9. Indemnity of Assignee.

(a) Except with respect to Assignee's gross negligence, Assignor hereby indemnifies Assignee for, and holds Assignee harmless from, and shall be responsible for, any and all liability, loss or damage which may be incurred under the Leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases.

(b) Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by the Deed of Trust and the other Loan Documents and Assignor shall reimburse Assignee therefor, immediately upon demand and upon the failure of Assignor to do so, Assignee, at its option, may declare all sums secured by the Deed of Trust and the other Loan Documents immediately due and payable. Interest shall accrue on the amounts so expended by Assignee at the Default Rate from the date expended until repaid.

10. No Waiver of Rights by Assignee. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note, Deed of Trust or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Indebtedness and to enforce the Loan Documents, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. Releases of Parties and Security. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of any portion of the Indebtedness without prejudice to any of its rights under this Assignment.

12. Further Assurances. Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease. Further, Assignor agrees that it will execute, acknowledge and record such additional assurances and assignments as Assignee may request covering any and all of the Leases. Such assignments shall be on forms approved by the Assignee, and Assignor agrees to pay all costs incurred in connection with the examination of the Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, fees of Assignee's local counsel.

13. Amendments. This Assignment may not be altered or amended except in writing, intended for that specific purpose, signed by both Assignor and Assignee.

14. Legal Construction.

(a) All terms contained herein shall be construed, whenever the context of this Assignment so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(b) The terms "include" and "including" as used in this Assignment shall be construed as if followed by the phrase "without limitation".

(c) Any provision of this Assignment permitting the recovery of attorneys' fees and costs shall be deemed to include such fees and costs incurred in all appellate proceedings.

(d) In the event there is more than one Assignor, the obligations of each Assignor shall be joint and several for all purposes.

15. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be delivered in accordance with the terms and conditions of Section 12.1(a) of the Loan Agreement.

16. Controlling Law. This instrument shall be governed by and construed in accordance with the laws of the state in which the Premises are situated.

17. Discharge. Until the payment in full of the Indebtedness, this Assignment shall continue in full force and effect, whether or not recorded. Assignor hereby authorizes Assignee to furnish to any Person written notice that this Assignment remains in effect and agrees that such Person may rely upon and shall be bound by such statement. Upon payment in full of the Indebtedness and the delivery and recording of a satisfaction or discharge of the Deed of Trust duly executed, this Assignment shall be void and of no effect.

18. Severability. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent (but only to the extent) necessary so that they will not render this Assignment invalid or unenforceable. If any term, covenant, condition, or provision of this Assignment or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Assignment, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Assignment shall be modified and/or limited to the extent necessary to render the same valid and enforceable to the fullest extent permitted by law.

19. Successors and Assigns. This Assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of Assignee and its successors and assigns,

and shall survive payment of the Loan, foreclosure, deed-in-lieu of foreclosure and any other transfer of the Premises or any interest therein.

20. Conflict. Notwithstanding anything to the contrary herein, this Assignment shall be subject to the terms and conditions of the Loan Agreement and in the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall prevail.

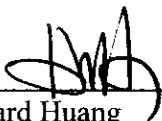
21. Limitations on Liability. Notwithstanding anything contained herein to the contrary, Assignor's liability hereunder is subject to the limitation on liability provisions of Article 11 of the Loan Agreement, which Article 11 is incorporated herein by reference, mutatis mutandis, as if such Article 11 was set forth in full herein.

*[Signature Page to Assignment of Leases and Rents re 7485 Polk Lane,
Olive Branch, Mississippi]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

AP POLK LANE LLC, a Delaware limited liability company

By:  _____
Name: Howard Huang
Its: Vice President

[Notary Page to Assignment of Leases and Rents re 7485 Polk Lane,
Olive Branch, Mississippi]

STATE OF Georgia
COUNTY OF Cobb

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of January, 2012, within my jurisdiction, the within named Howard Huang, its Vice President, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My commission expires:
02/05/2012

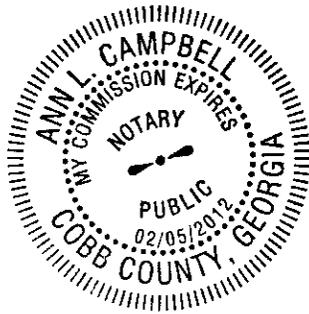


EXHIBIT A**PREMISES****7485 POLK LANE, OLIVE BRANCH, MISSISSIPPI**

BEING LOT 1, OBP INDUSTRIAL PARK SUBDIVISION AS RECORDED IN PLAT BOOK 104, PAGE 29 AND ALSO BEING THE OBP HEW 1, LLC PROPERTY AS RECORDED IN DEED BOOK 569, PAGE 521 AT THE DESOTO COUNTY CHANCERY COURT CLERK'S OFFICE, LYING IN PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S00°31'04" E ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 2026.44 FEET TO A POINT; THENCE S89°28'56"W A DISTANCE OF 85.56 FEET TO THE POINT OF BEGINNING. A SET IRON PIN IN THE WEST LINE OF POLK LANE (ROW VARIES) ALSO BEING THE SOUTHEAST CORNER OF A RIGHT-OF-WAY PARCEL CONVEYED TO DESOTO COUNTY, MISSISSIPPI IN DEED BOOK 341, PAGE 624 AT SAID CHANCERY CLERK'S OFFICE; THENCE S00°18'49"E ALONG THE WEST LINE OF SAID POLK LANE A DISTANCE OF 84.66 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF LOT 2 OF THE OBP INDUSTRIAL PARK SUBDIVISION; THENCE S89°28'56"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 890.14 FEET TO A SET COTTON PICKER SPINDLE AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°31'04" E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 1415.13 FEET TO A SET IRON PIN IN THE NORTH LINE OF WHISPERING WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 96, PAGE 44 AT SAID CHANCERY CLERK'S OFFICE; THENCE S89°29'39"W ALONG THE NORTH LINE OF SAID WHISPERING WOODS SUBDIVISION A DISTANCE OF 1054.59 FEET TO A FOUND IRON PIN IN THE EAST LINE OF METRO INDUSTRIAL PARK, LTD PROPERTY AS RECORDED IN DEED BOOK 165, PAGE 121 AS SAID CHANCERY CLERK'S OFFICE; THENCE N00°46'30"W ALONG THE EAST LINE OF SAID METRO INDUSTRIAL PARK, LTD PROPERTY A DISTANCE OF 1540.82 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF THE HEWSON/DESOTO PHASE I, L.L.C. PROPERTY AS RECORDED IN DEED BOOK 338, PAGE 568 AT SAID CHANCERY CLERK'S OFFICE; THENCE N89°13'30"E ALONG THE SOUTH LINE OF SAID HEWSON/DESOTO PHASE I, L.L.C. PROPERTY A DISTANCE OF 1927.52 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID DESOTO COUNTY, MISSISSIPPI PROPERTY; THENCE S00°31'04"E ALONG THE WEST OF SAID DESOTO COUNTY, MISSISSIPPI PROPERTY A DISTANCE OF 50.00 FEET TO A SET IRON PIN; THENCE N89°13'30"E ALONG THE SOUTH LINE OF SAID DESOTO COUNTY, MISSISSIPPI PROPERTY A DISTANCE OF 24.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,749,781 SQUARE FEET OR 40.169 ACRES.

TOGETHER WITH THE EASEMENT RIGHTS UNDER THE CERTAIN RECIPROCAL EASEMENT AGREEMENT DATED SEPTEMBER 4, 2008, RECORDED AT BOOK 593,

Exhibit A-1

EAST47690677.3

PAGE 46 IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI.

TOGETHER WITH THE RIGHTS GRANTED IN THE RECIPROCAL STORM WATER DRAINAGE AGREEMENT RECORDED AT BOOK 79, PAGE 495 IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI.

ALSO DESCRIBED AS SURVEYOR'S LEGAL:

BEING LOT 1, OBP INDUSTRIAL PARK SUBDIVISION AS RECORDED IN PLAT BOOK 104, PAGE AND ALSO BEING THE AP POLK LANE LLC PROPERTY AS RECORDED IN DEED BOOK 662, PAGE 1 AT THE DESOTO COUNTY CHANCERY COURT CLERK'S OFFICE, LYING IN PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S00°31'04"E ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 2026.44 FEET TO A POINT; THENCE S89°28'56"W A DISTANCE OF 85.56 FEET TO THE POINT OF BEGINNING, A SET IRON PIN IN THE WEST LINE OF POLK LANE (ROW VARIES) ALSO BEING THE SOUTHEAST CORNER OF A RIGHT-OF-WAY PARCEL CONVEYED TO DESOTO COUNTY, MISSISSIPPI IN DEED BOOK 341, PAGE 624 AT SAID CHANCERY CLERK'S OFFICE; THENCE S00°18'49"E ALONG THE WEST LINE OF SAID POLK LANE A DISTANCE OF 84.66 FEET TO A SET COTTON PICKER SPINDLE AT THE NORTHEAST CORNER OF LOT 2 OF THE OBP INDUSTRIAL PARK SUBDIVISION; THENCE S89°28'56"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 890.14 FEET TO A SET IRON PIN AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°31'04"E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 1415.13 FEET TO A SET IRON PIN IN THE NORTH LINE OF WHISPERING WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 96, PAGE 44 AT SAID CHANCERY CLERK'S OFFICE; THENCE S89°29'39"W ALONG THE NORTH LINE OF SAID WHISPERING WOODS SUBDIVISION A DISTANCE OF 1054.59 FEET TO A FOUND IRON PIN IN THE EAST LINE OF METRO INDUSTRIAL PARK, LTD PROPERTY AS RECORDED IN DEED BOOK 165, PAGE 121 AT SAID CHANCERY CLERK'S OFFICE; THENCE N00°46'30"W ALONG THE EAST LINE OF SAID METRO INDUSTRIAL PARK, LTD PROPERTY A DISTANCE OF 1540.82 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF THE HEWSON/DESOTO PHASE I, L.L.C. PROPERTY AS RECORDED IN DEED BOOK 338, PAGE 568 AT SAID CHANCERY CLERK'S OFFICE; THENCE N89°13'30"E ALONG THE SOUTH LINE OF SAID HEWSON/DESOTO PHASE I, L.L.C. PROPERTY A DISTANCE OF 1927.52 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID DESOTO COUNTY, MISSISSIPPI PROPERTY; THENCE S00°31'04"E ALONG THE WEST OF SAID DESOTO COUNTY, MISSISSIPPI PROPERTY A DISTANCE OF 50.00 FEET TO A SET IRON PIN; THENCE N89°13'30"E ALONG THE SOUTH LINE OF SAID DESOTO COUNTY, MISSISSIPPI PROPERTY A

Exhibit A-2

EAST47690677.3

DISTANCE OF 24.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,749,781 SQUARE FEET OR 40.169 ACRES.

TOGETHER WITH THE EASEMENT RIGHTS UNDER THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT DATED SEPTEMBER 4, 2008, RECORDED AT BOOK 593,PAGE 46 IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI.

TOGETHER WITH THE RIGHTS GRANTED IN THE RECIPROCAL STORM WATER DRAINAGE AGREEMENT RECORDED AT BOOK 79, PAGE 495 IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI.

Exhibit A-3

EAST\47690677.3