

1/16/98

STATE OF MISSISSIPPI
DE SOTO CO.**THIS INSTRUMENT PREPARED BY:**

Thomas M. Mayerle
 Faegre & Benson LLP
 2200 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402
 (612) 336-3000

JAN 20 5 02 PM '98

INDEXING INSTRUCTIONS:

SW 1/4 of Section 25, Township 1
 South, Range 8 West,
 DeSoto County, MS
 AND: Lot 10, Final Plat of
 Phase 4, DeSoto Crossing Sub.
 in Plat Book 56, Pages 19-20

BK 328 PG 111
V.E. DAVIS CH. CLK.

**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
 AND RECIPROCAL EASEMENTS FOR
 DESOTO CROSSING SHOPPING CENTER, HORN LAKE, MISSISSIPPI**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL EASEMENTS FOR DESOTO CROSSING SHOPPING CENTER ("Third Amendment") is made as of the 12th of January, 1998, by NORTH GOODMAN INVESTMENT COMPANY, a Tennessee general partnership ("Declarant").

WHEREAS, Declarant executed and recorded a Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center, Horn Lake, Mississippi (the "Declaration"), dated December 31, 1992, and recorded at Book 272, Page 116, in the Office of the Chancery Clerk of DeSoto County, Mississippi, as subsequently amended, by a First Amendment to Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center, Horn Lake, Mississippi ("First Amendment"), dated December 21, 1995, recorded at Book 294, Page 449, in the office of the Chancery Clerk of DeSoto County, Mississippi, and by a Second Amendment to Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center, Horn Lake, Mississippi (the "Second Amendment"), dated December 1, 1996, recorded at Book 313, Page 372, in the Office of the Chancery Clerk of DeSoto County, Mississippi, pertaining to the DeSoto Crossing Shopping Center located on certain real property (the "Property") described in the Declaration (the Declaration, as so amended, the "Amended Declaration").

WHEREAS, the Property originally consisted of 59.971 acres of real property, portions of which have been dedicated to public use;

WHEREAS, subsequent to the execution and recordation of the Declaration, Declarant conveyed certain portions of the Property to various other entities and has concurrent herewith conveyed to Dayton Hudson Corporation ("Target") the portion of the Property described on Exhibit A attached hereto and made a part hereof (such portion, the "Target Parcel");

WHEREAS, Declarant has distributed and transferred the remainder of the Property to its partners, RMR Investment Company, LLC, a Tennessee limited liability company, James L. Fri, Jr. and Ellida S. Fri, husband and wife, Richard L. Jacobs and Misola Jacobs, husband and wife, and James L. Fri, Jr., Ellida S. Fri and Richard L. Jacobs, as trustees for the River Oil Company Profit Sharing Plan, a Tennessee trust (collectively, "Developer"), which now collectively own that portion of the Property described on Exhibit D attached hereto and made a part hereof (the "Developer Parcel").

WHEREAS, Section 6.1 of the Declaration states, in pertinent part:

Any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of said Property or any portion thereof, with the written consent of the Declarant (or its designee) and the fee owner or owners of more than one-half (1/2) of the Property subject to this Declaration, based on the number of square feet of Property owned by each fee owner compared to the total number of square feet of the Property subject to this Declaration (exclusive of portions of the Property now or hereafter dedicated to public use). Declarant shall be deemed an owner of any portion of said Property retained by it for the purposes of this Declaration.

WHEREAS, by this Third Amendment Declarant confirms that in connection with such distribution and transfer to Developer it also intended to assign to Developer its duties, rights and powers as Declarant under the Declaration and Developer intended to accept such assignment and assume such duties, rights and powers;

WHEREAS, Declarant and Developer are authorized and empowered, with the consent and joinder set forth below of the other parties hereto, to amend the Amended Declaration and now desire to amend the Amended Declaration as hereinafter set out; and

WHEREAS, Kroger Limited Partnership I ("Kroger"), Home Depot U.S.A., Inc. ("Home Depot") and Dayton Hudson Corporation ("Target") join herein to evidence their consent to this Second Amendment.

NOW, THEREFORE, pursuant to Section 6.1 of the Declaration, Declarant, Developer, Kroger, Home Depot and Target, which collectively own more than one-half of the Property, do hereby modify and amend the Amended Declaration as follows:

1. Declarant's Authority. Concurrent with the execution, delivery and recordation of this Third Amendment, Declarant assigns its duties, rights and powers under the Amended Declaration, as amended by this Third Amendment, to Developer, and Developer, by its joinder herein, hereby consents to and accepts such assignment and assumes such duties, rights and powers. References to "Declarant" in the remaining Sections of this

Third Amendment refer to Declarant and Developer collectively, but from and after the execution, delivery and recordation of this Third Amendment, Developer shall exclusively be the "Declarant" and hold all the duties, rights and powers thereof, as amended by this Third Amendment. Declarant warrants that, except as provided above in this Section 1, it has not assigned, or designated any other person to exercise, any of its duties, rights or powers under the Declaration, as amended through the date hereof. Declarant and Developer hereby collectively warrant that, with the joinder of Kroger, Home Depot and Target, they are entitled to amend the Amended Declaration pursuant to Section 6.1 of the Declaration.

2. Building Sites; Independent Parcels. As of the date hereof the Property contains several "Building Sites," as defined in the Declaration, including the Building Site owned by Developer, consisting of the Developer Parcel, the Building Site owned by Kroger, consisting of the property described on Exhibit C attached hereto and made a part hereof (the "Kroger Parcel"), the Building Site owned by Home Depot, consisting of the Home Depot Parcel, as defined in the First Amendment, and the Building Site owned by Target, consisting of the Target Parcel. Each of said Parcels constitutes a separate and independent parcel under the Amended Declaration for all purposes and with the same force and effect as if each such Parcel were under separate ownership from, after and including the date of the Declaration through and including the date hereof. Without limiting the generality of the foregoing, (a) each such Parcel is benefitted by and subject to, and each party hereto does hereby grant and confirm to each other party for the benefit of such other party's Parcel, the covenants, easements, restrictions and other provisions of the Amended Declaration, provided that the covenants, easements, restrictions and other provisions of the Amended Declaration which expressly apply only to particular parcels shall continue to apply only to such parcels, including as the same are defined and/or re-designated by this Third Amendment, and provided further that the Home Depot Parcel and the Target Parcel shall not be subject to, and are hereby released from, the party wall easement under Section 4.6 of the Declaration, and (b) no such Parcel, nor any owner thereof, shall have any responsibility under the Amended Declaration for any other Parcel, notwithstanding that any such Parcel may have been included in the same Parcel under the Declaration. Any representations or warranties made by Declarant in the Amended Declaration shall be deemed made only by Declarant and shall not bind any other party hereto or the Parcel owned by such other Parcel owner.

3. Target Parcel Improvements. Declarant acknowledges and agrees that pursuant to the sale and development of the Target Parcel, it has approved the plans and specifications for all proposed buildings, improvements, landscaping and all signage for the development of the Target Parcel as is required under the Declaration and that after the initial construction thereof, modifications to same shall not require the approval of Declarant under Article II or Article III of the Declaration provided that such modifications are generally harmonious with the remainder of the improvements on the Property or with comparable shopping centers. Declarant further agrees that any improvements constructed on the Declarant Parcel shall also be generally harmonious with the improvements on the Home Depot Parcel and the Target Parcel or with comparable shopping centers. The Plot Plan

attached to the Declaration as Exhibit "B" is hereby amended only with regard to the Target Tract and the "Retail A Parcel" (as defined in Section 7.2 below) to reflect (a) the proposed development of the Target Tract and the Retail A Parcel, as shown on Exhibit B attached hereto and hereby made a part hereof, and (b) the other matters which are expressly referenced in this Amendment as being shown or designated on Exhibit B hereto. The Plot Plan (including as amended hereby), including Declarant's rights under 3.10(k) of the Declaration, shall be subject to the provisions of Paragraph 8 of the First Amendment and Section 8 below. The portion of the Property subject to the Declaration that is exclusive of the Home Depot Parcel and the Target Parcel is hereinafter referred to as the "Shopping Center" for all purposes under the First Amendment.

4. Approval of Plans. Notwithstanding disapproval of plans by Declarant under Section 2.1 of the Declaration, such plans may be approved for all purposes under the Amended Declaration if the same are approved by Kroger, Target and Home Depot. In addition, the approval of plans for the Retail A Parcel must be given as well by Target and Home Depot.

5. Common Area Maintenance. Notwithstanding anything to the contrary contained in Section 3.9 of the Declaration, the owner of the Target Parcel shall be responsible for the repair and upkeep of the Common Area located on the Target Parcel at its expense, and the owner of the Target Parcel shall not be required to pay any amounts for the repair and upkeep of the Common Area on any other portion of the Property regardless of the provisions of Section 3.9, including Section 3.9(c). The foregoing shall in no manner release or relieve Declarant from the obligation to perform Common Area repair and maintenance pursuant to the terms of the Declaration on the portions of the Property exclusive of the Target Parcel and, pursuant to Paragraph 4 of the First Amendment, the Home Depot Parcel.

6. Incidental Restaurant Use. Notwithstanding anything to the contrary, the restriction contained in Section 3.10(d) of the Declaration shall not be applicable to any restaurant facility on the Target Parcel that is a part of, and incidental to, any other primary use of the Target Parcel.

7. Certain Use Restrictions.

7.1 The Target Parcel shall be subject to the same use restrictions (and only such use restrictions) as are imposed on the Home Depot Parcel by the First Amendment but, without limiting the generality of the last sentence of Section 3 above, shall not be subject to, and is hereby released from, the restrictions imposed by the first paragraph of Paragraph 7 of the First Amendment except those restrictions on auditorium, theatre or sports or other entertainment viewing facility, or any restaurant, unless located more than three hundred (300) feet from the Building Area on the Home Depot Parcel, shall continue to apply to the Target Parcel, provided that a restaurant facility may be located anywhere on the Target Parcel if it is part of and

incidental to any other primary use of the Target Parcel. The Target Parcel shall not be subject to, and is hereby released from, the restrictions set forth in Section 3.10(b) and (c) of the Declaration, provided that the Target Parcel shall not thereby be released from, and shall remain subject to, the provisions of Section 7 of that certain Second Amendment to Reciprocal Easement Agreement of even date herewith (which amends a certain Reciprocal Easement Agreement recorded at Book 67, Page 642 in the Office of the Chancery Clerk of DeSoto County, Mississippi, as so amended the "REA"), as the same may be amended from time to time pursuant to the terms of the REA, including Section 12 of said Second Amendment to Reciprocal Easement Agreement.

7.2 No restaurant, whether constituting a primary or an incidental use, may be operated on the area of the Developer Parcel designated on Exhibit B attached hereto as "Retail A" (the "Retail A Parcel").

8. Signage. The pylon sign structure on Goodman Road on which Home Depot had a sign panel (and which sign panel has been blown down) remains subject to Section 3.10(l) of the Declaration and Home Depot retains the right to have its sign panel located on such pylon sign structure.

9. Interpretation. Section 5.1 of the Declaration is hereby deleted.

10. Inspection. Declarant's inspection rights under Section 5.3 of the Declaration shall not apply to the Kroger Parcel, the Home Depot Parcel or the Target Parcel.

11. Unlimited Area Buildings. Pursuant to the penultimate paragraph of Paragraph 7 of the First Amendment, and given the completion of the initial improvements on the Home Depot Parcel, certain restrictions relating to "unlimited area" building requirements apply to buildings which may be located within 60 feet of the Building area on the Home Depot Parcel. Target requires comparable protection for building improvements on the Target Parcel. Accordingly:

11.1 Developer, Home Depot and Target hereby specifically consent to the placement of Buildings along their respective common boundary lines, and each agrees to support any request by another party for a side-yard or setback variance if the same is required in order to accommodate such construction. The second party to construct a Building along a common boundary line between the Retail A Parcel and the Home Depot Parcel and between the Retail A Parcel and the Target Parcel shall:

11.1.1 cause such construction to be completed in such a manner that the improvements on the adjoining Parcel are not damaged, and that the wall of one building does not receive support from nor apply pressure to the wall of the other building; and

- 11.1.2 undertake and assume the obligation of completing and maintaining the nominal attachment (flashing and seal) of its building to that of the existing building on the adjoining Parcel, it being the intent of the parties to establish and maintain the appearance of one continuous building complex.

Along the common boundary line between the Retail Parcel and the Target Parcel, the separation of Building walls shall be no less than two (2) inches. Target agrees to use reasonable efforts to locate its building wall at least one (1) inches from the common boundary line, but in no event more than six (6) inches therefrom. Developer agrees to use reasonable efforts to locate its building wall at least one (1) inches from the common boundary line, but in no event more than six (6) inches therefrom.

11.2 Developer, Home Depot and Target acknowledge that Target initially proposes to construct on the Target Parcel a Building which is classified as an "unlimited area" building under certain building codes. (By way of explanation, but not limitation, an "unlimited area" building is designated II-N or V-N under the Uniform Building Code.) Developer, Home Depot and Target agree that all Buildings constructed within the area designated on the Plot Plan as "Primary Building Area" shall comply with the following requirements in respect of each such party's Parcel:

- 11.2.1 no Building shall be constructed within sixty feet (60') of the adjoining Parcel unless such building (hereinafter referred to as the "Adjacent Building") shall be located immediately adjacent to the common boundary line and is attached to the Building, if any, on the adjacent Parcel in accordance with Section 11.1;
- 11.2.2 if an Adjacent Building exists (including as of the date hereof the existing building on the Home Depot Parcel), then no Building shall be located within sixty feet (60') of the Adjacent Building unless such building is attached to the Adjacent Building in accordance with Section 11.1; the Adjacent Building and all other Buildings on the Parcel that are attached to the Adjacent Building and to each other are hereinafter referred to as the "Building Group";
- 11.2.3 any Building that is not part of the Building Group, shall be located at least sixty feet (60') distant from the Building Group;
- 11.2.4 the Adjacent Building or the Building Group, as the case may be, shall comply with the building code requirements applicable to an "unlimited area" building, including without limitation the installation of an approved sprinkler system for fire protection; and

11.2.5 without limiting the generality of the foregoing, any Building on the Retail A Parcel shall be either (a) located at least sixty feet (60') away from both the Home Depot Parcel and the Target Parcel or (b) located immediately adjacent to the common boundary line with both the Home Depot Parcel and the Target Parcel and otherwise comply with Section 11.2.1 above.

11.3 In addition to the requirements set forth above, Developer, Home Depot and Target agree that no Building shall initially be placed or constructed on their respective Parcels in a manner which will, based on then existing governmental regulations, either preclude the construction on the Primary Building Areas of an "unlimited area" building, or cause an existing "unlimited area" building thereon to no longer be in conformance with applicable building code requirements, it being understood and agreed, however, that subsequent changes in governmental regulations shall not obligate a party to modify or alter its existing Building.

11.4 If required by any governmental authority, each of Developer, Home Depot and Target agrees to join in a recordable declaration which confirms the existence of a sixty foot (60') clear area around the Primary Building Areas.

12. Additional Inn Site. The Additional Inn Site, as defined in the Second Amendment, shall not have any right of access over or across the Retail A Parcel or the Target Parcel and the owner of each such Parcel may enforce such prohibition by the placement of barriers along the boundary of the Additional Inn Site.

13. Amendments. Notwithstanding anything to the contrary contained in the Amended Declaration (a) the Amended Declaration, as amended hereby, shall not be amended without delivery of at least thirty (30) days prior written notice to the owner of the Target Parcel of any proposed amendment (unless such owner shall waive such prior notice), and in no event shall the Amended Declaration, as amended hereby, be amended in any way without obtaining the prior written consent of the owner of the Target Parcel to any such amendment and (b) Home Depot, Target and Declarant may, without joinder of Kroger or any other person, amend Sections 7 and 11 of this Third Amendment.

14. Miscellaneous. Developer, Kroger, HD and Target covenant (i) that each has full authority to execute this Third Amendment, (ii) that any capitalized terms used herein and not otherwise defined herein shall have the same meaning defined in the Amended Declaration, (iii) that, except as stated herein, the provisions of the Amended Declaration shall continue unchanged and in full force and effect, (iv) that the terms of the Amended Declaration are hereby ratified and approved as amended herein, and (v) that the terms of this Third Amendment shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Third Amendment may be

executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to be executed and delivered as of the date first hereinabove stated.

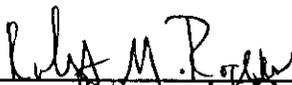
NORTH GOODMAN INVESTMENT
COMPANY, a Tennessee General
Partnership

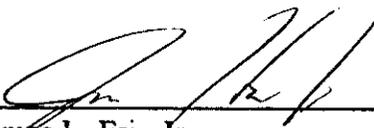
By: Robert M. Rogers
Name: Robert M. Rogers
Its: ~~Class Manager~~
General Partner

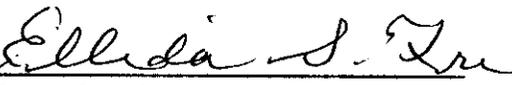
R.M.R.

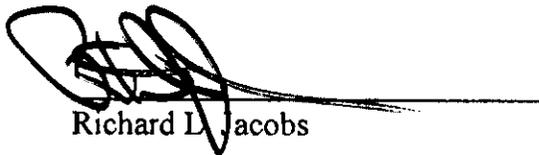
SEPARATE SIGNATURE PAGE
OF
DEVELOPER
FOR
THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RECIPROCAL EASEMENTS FOR DESOTO CROSSING SHOPPING CENTER, HORN
LAKE, MISSISSIPPI

RMR Investment Company, LLC

By: 
Name: Robert M. Rogers
Title: Chief Manager

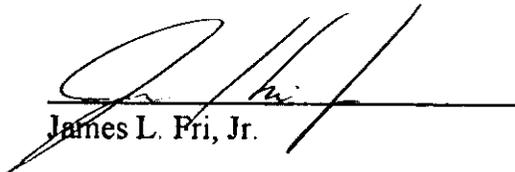

James L. Fri., Jr.

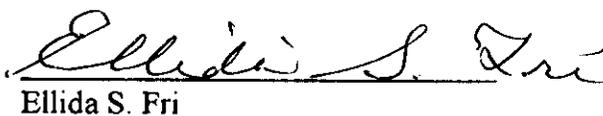

Ellida S. Fri

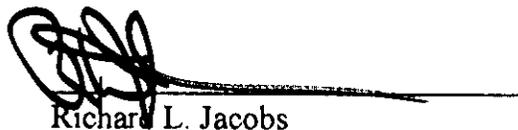

Richard L. Jacobs


Misola Jacobs

James L. Fri, Jr., Ellida S. Fri and
Richard L. Jacobs as trustees of the
River Oil Company Profit Sharing Plan

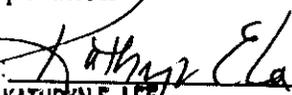

James L. Fri, Jr.


Ellida S. Fri


Richard L. Jacobs

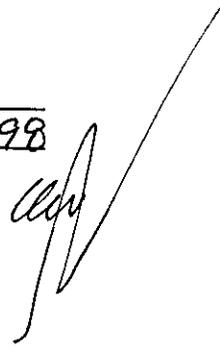
SEPARATE SIGNATURE PAGE
OF
HOME DEPOT U.S.A., INC.
FOR
THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RECIPROCAL EASEMENTS FOR DESOTO CROSSING SHOPPING CENTER, HORN
LAKE, MISSISSIPPI

HOME DEPOT U.S.A., INC., a Delaware
corporation

By: 

Its: KATHRYN E. LEE
SENIOR CORPORATE COUNSEL

1-26-98

[CORPORATE SEAL] 



SEPARATE SIGNATURE PAGE
OF
KROGER LIMITED PARTNERSHIP I
FOR
THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RECIPROCAL EASEMENTS FOR DESOTO CROSSING SHOPPING CENTER, HORN
LAKE, MISSISSIPPI

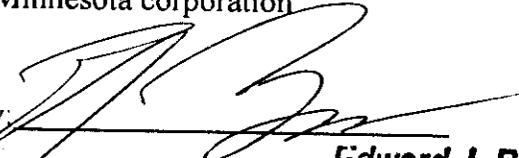
Kroger Limited Partnership I,
an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
General Partner

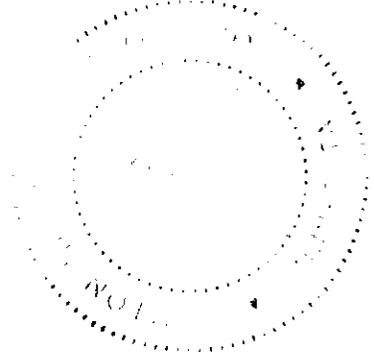
By: 
Richard L. Tillman
Delta Kroger Marketing Area

SEPARATE SIGNATURE PAGE
OF
DAYTON HUDSON CORPORATION
FOR
THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RECIPROCAL EASEMENTS FOR DESOTO CROSSING SHOPPING CENTER, HORN
LAKE, MISSISSIPPI

Dayton Hudson Corporation,
a Minnesota corporation

By: 
Its: _____ **Edward J. Bierman**
Vice President
Target Stores

[CORPORATE SEAL]



STATE OF TENNESSEE.

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 12 day of January, 1998, within my jurisdiction, the within-named Robert M. Ryan, who acknowledged that he is General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of the said partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

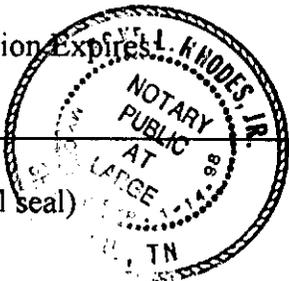
[Signature]
Notary Public

My Commission Expires _____


STATE OF TENNESSEE)
COUNTY OF SHELBY)

PERSONALLY appeared before me, the undersigned authority of law in and for the said State and County aforesaid, on this 12 day of January, 1998, within my jurisdiction, the within named Robert M. Ryan, who acknowledged that he is a Chief Manager of RMR Investment Company, LLC, a Tennessee limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said limited liability company partnership so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires _____

(Affix official seal)

STATE OF TENNESSEE)
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named James L. Fri, Jr. and Ellida S. Fri, husband and wife, who acknowledged that they executed the above and foregoing instrument.

Rose J. Byrum
Notary Public

My Commission Expires:

3-22-99

(Affix official seal)

STATE OF TENNESSEE)
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named Richard L. Jacobs and Misola Jacobs, husband and wife, who acknowledged that they executed the above and foregoing instrument.

Rose J. Byrum
NOTARY PUBLIC

My Commission Expires:

3-22-99

(Affix official seal)

STATE OF TENNESSEE)
COUNTY OF MADISON)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named James L. Fri, Jr., Ellida S. Fri and Richard L. Jacobs, who acknowledged that they are trustees of the River Oil Company Profit Sharing Plan, a Tennessee trust, and that for and on behalf of said trust, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said trust so to do.

Rose J. Byrum
NOTARY PUBLIC

My Commission Expires:
3-22-99

(Affix official seal)

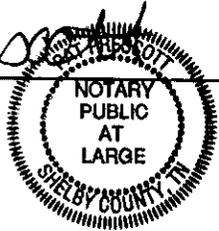


STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State on this 26 day of January 1998, within my jurisdiction, the within named Richard L. Tillman, President of the Delta Marketing Area for KRGP, Inc., the general partner of Kroger Limited Partnership I, an Ohio limited partnership, who acknowledged that for an on behalf of said corporation, as its act and deed and as general partner of the limited partnership, executed the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after having been duly authorized so to do by said corporation and for an on behalf of the said partnership.



Notary Public



MY COMMISSION EXPIRES:
JANUARY 17, 2001

My Commission expires:
1/17/01

STATE OF GEORGIA
COUNTY OF COBB

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named Kathryn E. Lee, who acknowledged that he/she is Sr. Corporate Counsel - pt. E Home Depot U.S.A., Inc., a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Vida Upton-Cherry
Notary Public Vida Upton-Cherry

My Commission Expires:

2-21-2001

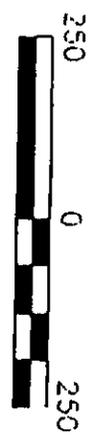
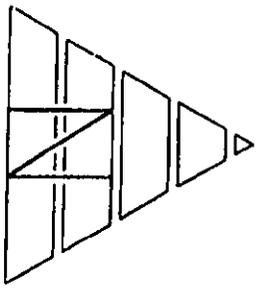
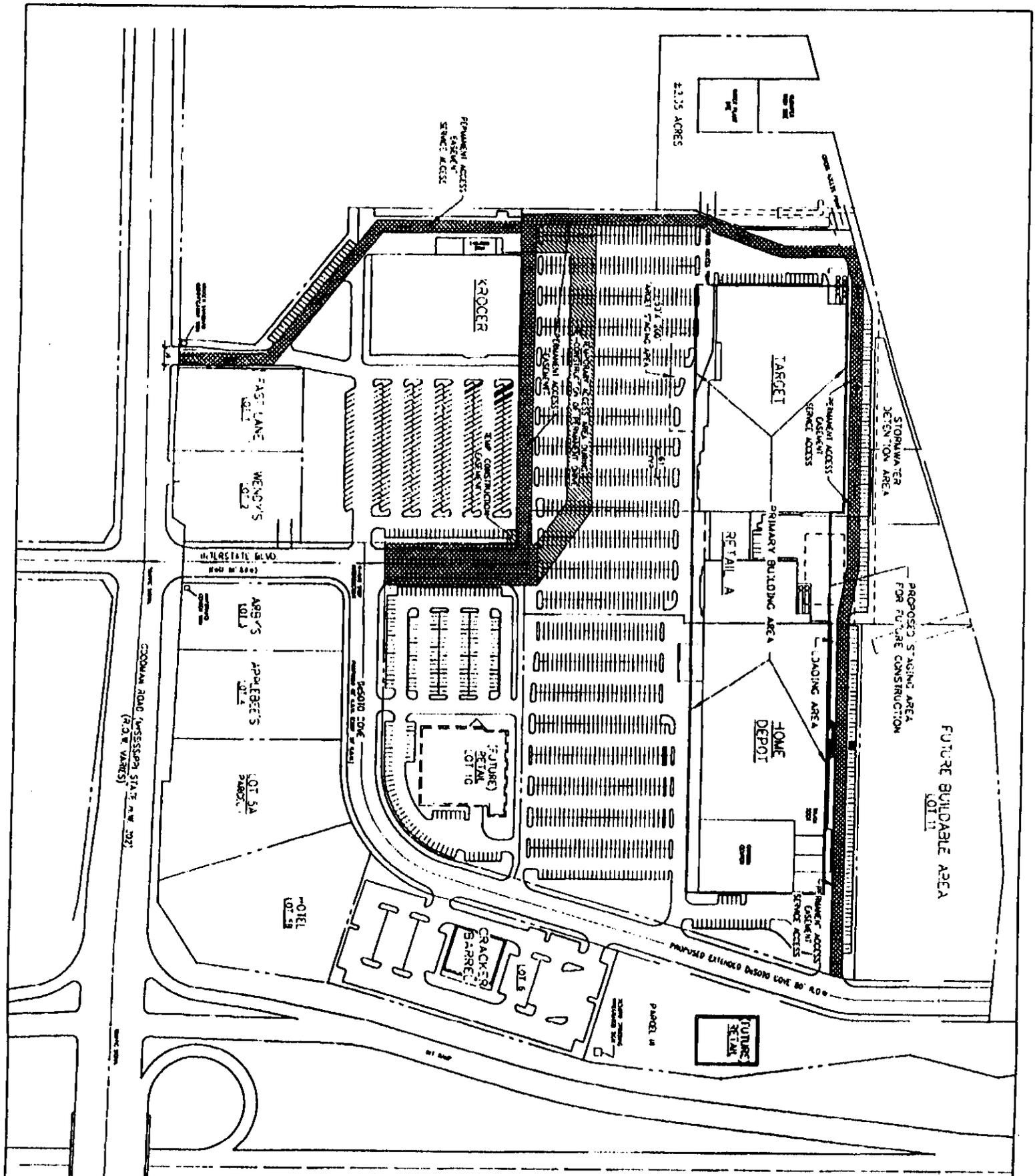


EXHIBIT A

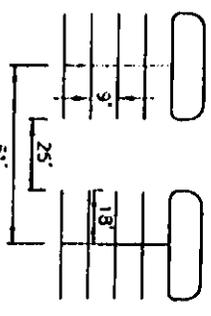
Lot 12, Phase 5, DeSoto Crossing Subdivision in Section 25, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 59, Page 23-25 in the office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT C

Phase II Lot 7 of DeSoto Crossing Subdivision in Section 25, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, according to the recorded plat thereof. And being situated in Plat Book 48, pages 24 and 25.



GRAPHIC SCALE IN FEET
SCALE: 1"=250'



TYPICAL TARGET PARKING LAYOUT



DESOTO CROSSING
GOODMAN ROAD AT INTERSTATE 55
HORN LAKE, MISSISSIPPI

Exhibit B

EXHIBIT D

Lot 11, Phase 5, DeSoto Crossing Subdivision in Section 25, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 59, Page 23-25 in the office of the Chancery Clerk of DeSoto County, Mississippi.