

**FIRST AMENDMENT TO DECLARATION OF NON-EXCLUSIVE
EASEMENTS OF THE FIRST REVISION TO LOTS 1 AND 2
ARBOR LAKE SUBDIVISION**

WHEREAS, a Declaration of Non-Exclusive Easements was executed by Millennium of Mississippi, LLC, as "Declarant", related to the First Revision to Lots 1 and 2 of Arbor Lake Subdivision, which declaration was duly recorded in land records of DeSoto County, Mississippi, in Deed Book 382, Page 758, and also recorded in Deed Book 383, Page 807; and

WHEREAS, pursuant to Paragraph 8 of the said Declaration, all interested parties effected by and subject to this agreement desire to amend and otherwise modify the original agreement;

NOW THEREFORE, the interested parties hereby agree to modify the original Declaration as follows:

Paragraph 3. Subsection (b) shall read:

"Buyer agrees that any retail store building constructed on the Property will be constructed with no greater than a 4/12 roof pitch. The plans for this roof pitch must be submitted to Declarant within forty-five (45) days after execution of the contract to purchase."

In all other respects, the original Declaration shall remain in for force and effect.

IN WITNESS WHEREOF, the Declarant and all interested parties have fully executed this First Amendment on this the 20th Day of March, 2001.

STATES OF MISSISSIPPI, DE SOTO CO. *W*

APR 18 2 30 PM '01

BK 390 585
W. I.K.

MILLENNIUM OF MISSISSIPPI, LLC

By: John L. Scott
John L. Scott, Managing Member

By: Whitney Slade
Whitney Slade, Managing Member

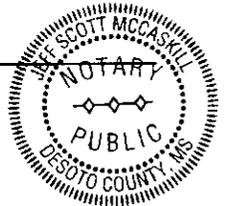
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared John L. Scott and Whitney Slade, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged themselves to be the Managing Members of Millennium of Mississippi, LLC, the within named Declarant, a Mississippi limited liability company, and that they as such Member, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the company by themselves as such Members.

WITNESS my hand and official seal at office this 15th day of March, 2001.

Jeff Scott McCaskill

NOTARY PUBLIC



My commission expires:
8-22-2001

MY COMMISSION EXPIRES:
AUGUST 22, 2001

SUPER D DRUGS ACQUISITION CO.

BY: *Terry K. Viala*
Executive Vice President

Title

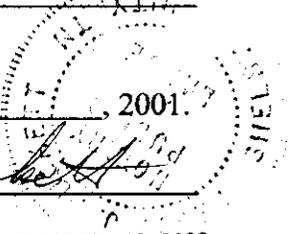
STATE OF *Tennessee*
COUNTY OF *Shelby*

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared *Terry K. Viala*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the *Exec. Vice President* of Super D Drugs Acquisition Co., and that they as such **Executive Vice-President**, being authorized so to do, he executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such **Executive Vice-President**

WITNESS my hand and official seal at office this 15th day of March, 2001.

Peggy J. Puckett

NOTARY PUBLIC



MY COMMISSION EXPIRES MARCH 12 2002

NOTARY PUBLIC

My commission expires:

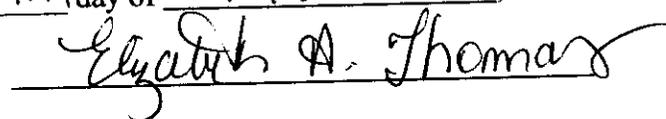


JEFF BARNWELL

STATE OF Mississippi
COUNTY OF Desoto

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared JEFF BARNWELL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged he executed and delivered the foregoing instrument for the purposes therein mentioned.

WITNESS my hand and official seal at office this 14th day of March, 2001.



NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 24, 2002
BONDED THRU STEGALL NOTARY SERVICE

JOINDER OF MORTGAGEE

Community Bank 6910 Airways Blvd. Southaven, MS 38671

Community Bank, herein call the mortgagee, the holder of a Deed of Trust on the property described in the Original Declaration of Non-Exclusive Easements of the First Revision to Lots 1 and 2 Arbor Lake Subdivision, which Deed of Trust is recorded under Book 1265, Page 141, in the Chancery Clerk's Office of DeSoto County, Mississippi, joins in submitting said property to the said First Amendment to the aforesaid Declaration. Said Deed of Trust remains prior to any liens created by said Declaration or the amendment thereof.

COMMUNITY BANK

BY: Clay Dunn

TITLE: S.V.P.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Clay Dunn with whom I am personally acquainted, and who upon oath acknowledged himself/herself to be SVP of the within named bargainor, and that he/she as such S.V.P., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by subscribing the name of the bank by himself/herself as such S.V.P.

WITNESS my hand and Notarial Seal at office this 14th day of March, 2001.

Elizabeth A. Shomay
NOTARY PUBLIC

My Commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 24, 2002
BONDED THRU STEGALL NOTARY SERVICE

JOINDER OF MORTGAGEE

BancorpSouth Bank, 8966 Goodman Road, Olive Branch, MS 38654

BancorpSouth Bank, herein call the mortgagee, the holder of a Deed of Trust on the property described in the Original Declaration of Non-Exclusive Easements of the First Revision to Lots 1 and 2 Arbor Lake Subdivision, which Deed of Trust is recorded under Book 1167, Page 716, in the Chancery Clerk's Office of DeSoto County, Mississippi, joins in submitting said property to the said First Amendment to the aforesaid Declaration. Said Deed of Trust remains prior to any liens created by said Declaration or the amendment thereof.

BANCORPSOUTH BANK

BY:

[Handwritten Signature]

TITLE: FIRST VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Michael P. Camo with whom I am personally acquainted, and who upon oath acknowledged himself/herself to be First Vice President of the within named bargainor, and that he/she as such First Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by subscribing the name of the bank by himself/herself as such First Vice President.

WITNESS my hand and Notarial Seal at office this 19 day of March, 2001.

[Handwritten Signature]
NOTARY PUBLIC



JOINDER OF MORTGAGEE

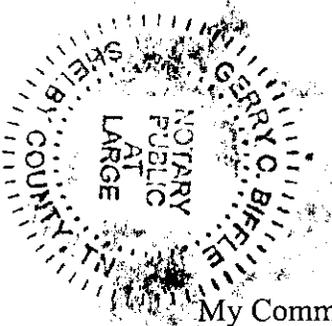
Peoples Bank herein call the mortgagee, the holder of Deed of Trust on the property described in the Original Declaration of Non-Exclusive Easements of the First Revision to Lots 1 an 2 Arbor Lake Subdivision, which Deed of Trust is recorded under Deed Book ~~1155~~ Page ~~82~~ and Deed Book 383 Page 807 ,in the Chancery Clerk's Office of Desoto County, Mississippi, joins in submitting said property to the said First Amendment to the aforesaid Declaration. Said Deed of Trust remains prior to any liens created by said Declaration or the amendment thereof.

Peoples Bank
BY: Gene Bridges
TITLE: Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared GENE W BRIDGES with whom I am personally aquainted, and who upon oath acknowledged himself/herself to be Vice President of the within named bargainor, and that he/she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by subscribing the name of the bank by himself/herself as such Vice President.

WITNESS my hand and Notarial Seal at office this 20 day of March, 2001



Terry O Bieffle
NOTARY PUBLIC

My Commission expires:

My Commission Expires 4-30-2003