

Prepared by and Return to
Bridgforth & Buntin
P. O. Box 241
Southaven, MS 38671
Phone: 662-393-4450

12/13/05 4:49:29
BK 516 PG 635
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SPECIAL WARRANTY DEED

POPLAR STATION-MS, LLC, A
MISSISSIPPI LIMITED LIABILITY COMPANY

GRANTOR(S)

TO

SOUTHAVEN PROPERTIES, LLC,
A MISSOURI LIMITED LIABILITY COMPANY

GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, POPLAR STATION-MS, LLC, a Mississippi Limited Liability Company, does hereby sell, convey and specially warrant unto SOUTHAVEN PROPERTIES, LLC, a Missouri Limited Liability Company, the land lying and being situated in the City of Southaven, DeSoto County, Mississippi, more particularly described as follows, to-wit:

Parcel 1:

Lot 15A replat of Lot 15, Southlake Commercial Subdivision in Section 36, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 92, Page 49, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel 2:

SW 1/4
A non-exclusive perpetual ingress and egress easement appurtenant to Parcel 1 created by (a) plat recorded in Plat Book 73, Page 26, and (b) Declaration of Restrictions and Grant of Easements recorded in Deed Book 350, Page 147, which easement without limitation includes the fifty-foot (50') strip located as shown on the ALTA/ACSM Land Title Survey dated 9/20/05 prepared by Pickering Firm Inc. as Project No. 21206 as the "50' Common Access and Utility Easement (PB 73, Pg. 26)", over and across the following described land: Lot 14, Southlake Commercial Subdivision in Section 36, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi per the plat thereof recorded in Plat Book 73, Page 26, Office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to subdivision and zoning regulations in effect in the City of Southaven, DeSoto County, Mississippi, and further subject to the specific exceptions set forth on Exhibit "A" attached hereto.

Taxes for the year 2005 are to be prorated between the parties and possession is to be given with delivery of Deed.

WITNESS the signature of the duly authorized member(s)/manager(s) of said limited liability company this 12th day of December, 2005.

POPLAR STATION-MS, LLC, a Mississippi Limited Liability Company

BY: [Signature]
AUTHORIZED REPRESENTATIVE

~~STATE OF MISSISSIPPI~~
TENNESSEE
~~COUNTY OF DESOTO~~
SHREVEPORT

PERSONALLY appeared before me, the undersigned authority in and for the state and said state on this 12th day of December, 2005, within my jurisdiction, the within named JOHN B. WALKER, who acknowledged that he is the AUTHORIZED REPRESENTATIVE of Poplar Station-MS, LLC, a Mississippi limited liability company and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Notary Public



GRANTOR(S) ADDRESS:
Attn: Danny Buring
5159 Wheelis Drive
Suite 100
Memphis, TN 38117
901-435-0324

GRANTEE(S) ADDRESS:
c/o Pener's Menswear
1801 East 63rd
Kansas City, MO 64130
(816) 363-1676

1. Declaration of Restrictions and Grant of Easements recorded in Deed Book 335, Page 520, and First Amendment to Declaration of restrictions and Grant of Easements dated October 26, 1999, recorded in Warranty Deed Book 362, Page 155, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Declaration of Restrictions and Grant of Easements recorded in Deed Book 350, Page 147, in said Chancery Clerk's Office.
3. Non-exclusive Access Easement, Drainage Easement and Agreement recorded in Deed Book 310, Page 292, in said Chancery Clerk's Office, and as noted on survey of The Pickering Firm, Incorporated dated September 20, 2005.
4. Drainage and Detention Pond Easement Agreement recorded in Book 331, Page 13, in said Chancery Clerk's Office, and as noted on said survey.
5. Slope Easement Agreement recorded in Book 331, Page 4, in said Chancery Clerk's Office and as noted on said survey.
6. Utility and Drainage Easements and 50' building setback lines and utility easement as is shown on plat appearing of record in Plat Book 73, Page 26, in said Chancery Clerk's Office, and as shown on said survey.
7. 30' permanent Entergy Easements recorded in Book 349, Page 487 and Book 345, Page 614, in said Chancery Clerk's Office, and as shown on said survey.
8. Short Form Lease Agreement by and between Goodman Road/I-55 Development Company, LLC, Lessor and Hancock Fabrics, Inc. dated November 3, 1999, recorded in Power of Attorney Contract & Lease Book 83, Page 373, in said Chancery Clerk's Office.
9. Memorandum of Lease by and between Goodman Road/I-55 Development Company, LLC, Lessor and Old Navy Holdings, Inc., dated November 22, 1999, recorded in Power of Attorney, Contract & Lease Book 84, Page 463, in said Chancery Clerk's Office.
10. Memorandum of Lease as to J & R Restaurants recorded in Power of Attorney, contract & Lease Book 84, Page 210 in said Chancery Clerk's Office.
11. Restrictive Covenant recorded in Deed Book 320, Page 268 in the office of the Chancery Clerk of DeSoto County, Mississippi.
12. Restrictions, uses and exclusives granted to the following tenants and owners of out parcels pursuant to unrecorded leases affecting Lot 14, Southlake Center to the extent the same affect Parcel 1: Dollar Tree Stores, Inc.; Family Christian Stores, Inc. (Family Bookstore); Hancock Fabrics, Inc.; Office Depot; Petco Animal Supplies, Inc.; S & K Menswear; Shoe Carnival, Inc; Supercuts, Inc.; The Mattress Firm (see Malichi Mattress America, Inc); and US Nails (see Karina Wong d/b/a U. S. Nails); Sports Authority.