

STATE OF MISSISSIPPI
COUNTY OF DESOTO

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS (hereinafter "Amendment") is made and entered into effective as of this the 13 day of December, 2006 (hereinafter "Effective Date"), by and among DALE W. WILSON and wife, JUDY WILSON (hereinafter jointly "Wilson"); BANCORPSOUTH BANK, d/b/a Bank of Mississippi, a banking corporation (hereinafter "Bank"); HORN LAKE STATION, LLC, a Mississippi limited liability company (hereinafter "Horn Lake"); LYNN KIRK, AS TRUSTEE OF THE FRANK AND LYNN KIRK REVOCABLE TRUST (hereinafter "Kirk"); MCDONALD'S ~~CORPORATION~~, a Delaware corporation (hereinafter "McDonald's"); OUTBACK HORN LAKE, LLC, a Mississippi limited liability company (hereinafter "Outback"); and YORK DEVELOPMENTS, LLC, a Mississippi limited liability company (hereinafter "York").

REAL ESTATE COMPANY

WITNESSETH:

WHEREAS, by Warranty Deed dated May 11, 1993, executed by Stephen Stansell (hereinafter "Stansell") in favor of Wilson of record at Deed Book 257, at Page 146, of the land records on file in the office of the Chancery Clerk of DeSoto County, Mississippi (hereinafter "Wilson Deed"), the real property more particularly described on Exhibit A attached hereto (hereinafter "Wilson Lot 2") was conveyed by Stansell to Wilson, and certain "Restrictive Covenants" as set forth on Exhibit "C" attached to the Wilson Deed (hereinafter "Restrictive Covenants") were imposed on Wilson Lot 2 as described on Exhibit A attached hereto; and

WHEREAS, Wilson Lot 2 is also described as Lot 2, Stansell 3-Lot Subdivision situated in Section 26, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as recorded in Plat Book 45, Page 11, in Plat Book 48, Page 9, in Plat Book 48, Page 17, in Plat Book 80, Page 33, in Plat Book 82, Page 23 and in Plat Book 88, Page 10; and

WHEREAS, the Wilson Deed provided that the Restrictive Covenants would constitute covenants running with the land and be effective for a period of fifty (50) years from the date of the Wilson Deed (except as otherwise therein provided) unless amended or terminated by written agreement by the then owner or owners of certain property which was more particularly described on Exhibit "B:" attached to the Wilson Deed and is more particularly described on Exhibit B attached hereto (hereinafter "Adjacent Property");

WHEREAS, the undersigned Wilson, Bank, Horn Lake, Kirk, McDonald's, Outback and York are all of the current owners of the Adjacent Property described on Exhibit "B:" attached to the Wilson Deed, and the undersigned are desirous of amending and restating the Restrictive Covenants in their entirety to read as provided on Exhibit C attached hereto from and after the Effective Date hereof; and

WHEREAS, by Declaration of Restrictive Covenants executed by Stansell of record at Deed Book 257, at Page 159, of the land records on file in the office of the Chancery Clerk of DeSoto County, Mississippi (hereinafter "Wilson Declaration"), Stansell subjected the Adjacent Property described on Exhibit B attached hereto to certain restrictive covenants, providing that the Adjacent Property shall not be used or occupied for purposes of selling, offering for sale or advertising for sale to the public of any fireworks, Christmas trees or Christmas wreaths, and the Wilson Declaration provided that Wilson, as owners of Wilson Lot 2, would have the exclusive concessionaire rights for the sale of the above specified products with regard to the Adjacent Property;

WHEREAS, Wilson are also the owners of that certain real property more particularly described on Exhibit D attached hereto (hereinafter "Wilson Lot 5"), and Wilson Lot 5 is also described as Lot 5, Stansell 3-Lot Subdivision situated in Section 26, Township 1 South, Range 8 West, City of Horn Lake,

Smita, Paideipo

DeSoto County, Mississippi, as recorded in Plat Book 45, Page 11, in Plat Book 48, Page 9, in Plat Book 48, Page 17, in Plat Book 80, Page 33, in Plat Book 82, Page 23 and in Plat Book 88, Page 10; and

WHEREAS, Wilson, as Owners of Wilson Lot 2 and Wilson Lot 5, has requested, and the parties hereto have agreed to consent to the partial release of Wilson Lot 5 from the Wilson Declaration, but only to the extent that Wilson Lot 5 may hereafter be used for two (2) periods of time per year with each time period not to exceed sixty (60) days in length, or the period of time permitted by the City of Horn Lake, Mississippi, whichever is less, for the sale and/or advertising for sale to the public of fireworks, Christmas trees and/or Christmas wreaths, provided that Wilson Lot 5 shall not be used for operation of a permanent, daily retail fireworks stand; and at the request of Wilson, the parties hereto have agreed to consent to Wilson and/or American Fireworks Company, Inc. holding the exclusive concessionaire rights for the sale of fireworks, Christmas trees and/or Christmas wreaths with regard to the Adjacent Property.

NOW, THEREFORE, the undersigned Wilson, Bank, Horn Lake, Kirk, McDonald's, Outback and York, being all of the current owners of the Adjacent Property described on Exhibit "B:" attached to the Wilson Deed of record at Deed Book 257, at Page 146, of the land records on file in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby consent, agree and declare as follows, to-wit:

1. The Restrictive Covenants set forth on Exhibit "C" attached to said Wilson Deed are hereby amended and restated in their entirety to read as provided on Exhibit C attached hereto from and after the Effective Date hereof (hereinafter the "Restrictive Covenants"). By execution hereof, Wilson covenants and agrees that from and after the Effective Date, Wilson Lot 2 shall be subject to the Restrictive Covenants set forth on Exhibit C attached hereto, which shall constitute covenants running with the land with respect to Wilson Lot 2 and shall restrict Wilson Lot 2 for the remainder of the fifty year period commencing on May 11, 1993.

2. Wilson Lot 5 is hereby partially released from the Wilson Declaration, but only to the extent that Wilson Lot 5 may hereafter be used for two (2) periods of time per year, with each such period of time not to exceed sixty (60) days in length, or the period of time permitted by the City of Horn Lake, Mississippi, whichever is less, for the sale and/or advertising for sale to the public of fireworks, Christmas trees and/or Christmas wreaths, provided that Wilson Lot 5 shall not be used for operation of a permanent, daily retail fireworks stand; and Wilson and/or American Fireworks Company, Inc. shall hold the exclusive concessionaire rights for the sale of fireworks, Christmas trees and/or Christmas wreaths with regard to the Adjacent Property.

3. To facilitate execution of this Amendment, this Amendment may be executed in as many counterparts as may be convenient or required, and it shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgement of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgements of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgements thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgement pages.

4. Each and every exhibit described above is attached to this Amendment and is and shall be construed to be made a part of this Amendment by reference or other mention thereto at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment has been executed as of the Effective Date set forth above.

Dale W. Wilson
DALE W. WILSON

Judy Wilson
JUDY WILSON

BANCORPSOUTH BANK,
d/b/a Bank of Mississippi,
a banking corporation

By: *[Signature]*
Its: *[Signature]*

HORN LAKE STATION, LLC,
a Mississippi limited liability company

By: *[Signature]*
Bennett V. York, Manager

By: *[Signature]*
Paige York-Losee, Manager

By: *[Signature]*
John T. York, Manager

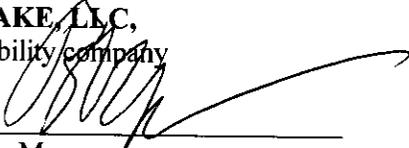
[Signature]
LYNN KIRK, AS TRUSTEE OF THE FRANK
AND LYNN KIRK REVOCABLE TRUST

REAL ESTATE COMPANY
MCDONALD'S CORPORATION,
a Delaware corporation

By: *[Signature]*
Its: Attorney-in-fact *SAT*

OUTBACK HORN LAKE, LLC,
a Mississippi limited liability company

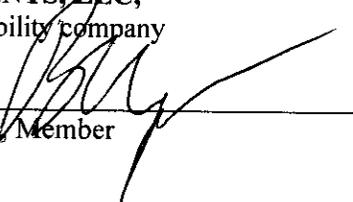
By:



Bennett V. York, Manager

YORK DEVELOPMENTS, LLC,
a Mississippi limited liability company

By:

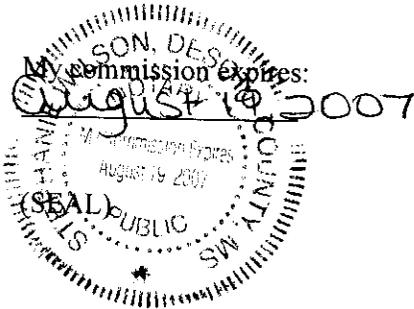


Bennett V. York, Member

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of January, 2006, within my jurisdiction, the within named **DALE W. WILSON** and wife, **JUDY WILSON**, who acknowledged that they executed the above and foregoing instrument.

Stephanie Wilson
NOTARY PUBLIC

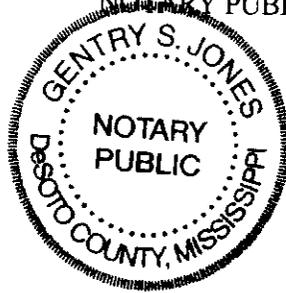


STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of January, 2006, within my jurisdiction, the within named Jeff Miller, who acknowledged that he is President of BancorpSouth Bank, d/b/a Bank of Mississippi, a 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, after first having been duly authorized by said corporation so to do.

Gentry S. Jones
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES:
OCTOBER 17, 2010



(SEAL)

STATE OF MISSISSIPPI
COUNTY OF Lamar

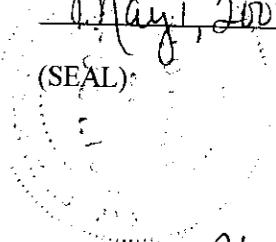
Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2006, within my jurisdiction, the within named **BENNETT V. YORK**, who acknowledged that he is a Manager of Horn Lake Station, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Darlene Montgomery
NOTARY PUBLIC

My commission expires:

May 1, 2007

(SEAL)



STATE OF Mississippi
COUNTY OF Lamar

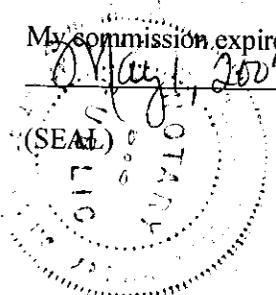
Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2006, within my jurisdiction, the within named **PAIGE YORK-LOSEE**, who acknowledged that she is a Manager of Horn Lake Station, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Darlene Montgomery
NOTARY PUBLIC

My commission expires:

May 1, 2007

(SEAL)

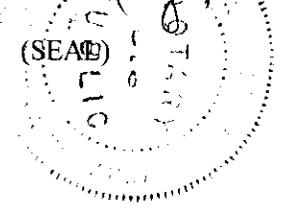


STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of December, 2006, within my jurisdiction, the within named **JOHN T. YORK**, who acknowledged that he is a Manager of Horn Lake Station, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Darlene Montgomery
NOTARY PUBLIC

My commission expires:
May 1, 2007



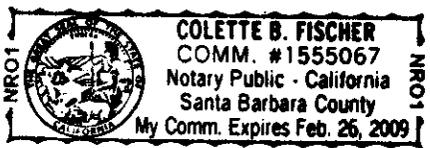
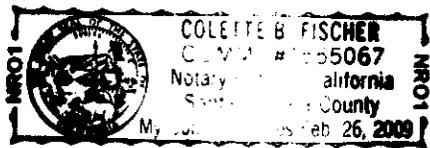
STATE OF ~~MISSISSIPPI~~ California
COUNTY OF Santa Barbara

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of January, 2006, within my jurisdiction, the within named **LYNN KIRK**, who acknowledged to me that she is Trustee of the Frank and Lynn Kirk Revocable Trust, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Colette B. Fischer
NOTARY PUBLIC

My commission expires:
2-26-09

(SEAL)



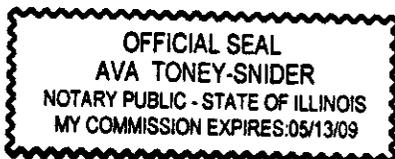
STATE OF ILLINOIS
COUNTY OF Du PAGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12TH day of JANUARY, 2007 within my jurisdiction, the within named MAHRIKH HUSSAIN, who acknowledged that she is Attorney-in-fact of McDonald's ~~Corporation~~, a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed She executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Real Estate Company

Ava Toney-Snider
NOTARY PUBLIC

My commission expires:
5-13-09



(SEAL)

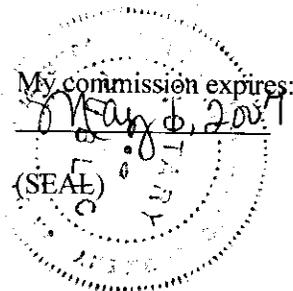
STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2006, within my jurisdiction, the within named **BENNETT V. YORK**, who acknowledged to me that he is Manager of Outback Horn Lake, LLC, a manager-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Darlene Montgomery
NOTARY PUBLIC

My commission expires:
May 6, 2007

(SEAL)



STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2006, within my jurisdiction, the within named **BENNETT V. YORK**, who acknowledged that he is Member of York Developments, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Paulene Montgomery
NOTARY PUBLIC

My commission expires:

8 Aug 1, 2007

(SEAL)

THIS INSTRUMENT PREPARED BY: Jan W. Hammond; 112 Sheffield Loop, Suite D-1; Hattiesburg, MS 39402; Telephone: 601.264.0403; Facsimile: 601.264.0433.

INDEXING INSTRUCTIONS TO DESOTO COUNTY CHANCERY CLERK:

Index on the general index, direct and reverse; and index on the sectional index as part of Section 26, Township 1 South, Range 8 West, in the City of Horn Lake, DeSoto County, Mississippi, and as part of Stansell 3-Lot Subdivision situated in Section 26, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as recorded in Plat Book 45, Page 11, in Plat Book 48, Page 9, in Plat Book 48, Page 17, in Plat Book 80, Page 33, in Plat Book 82, Page 23, in Plat Book 88, Page 10 and in Plat Book 101, Page 42-43 and note on the margin of instrument of record at Deed Book 257, at Page 146, of the land records on file in the office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT A

DESCRIPTION OF WILSON LOT 2

(See following page)

A legal description of a 0.8990 acre, (39160.2761 square feet), more or less, tract of land being located in Section 26, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at a point commonly accepted as the southeast corner of the southwest 1/4 Section 26, Township 1 South, Range 8 West, said point being the intersection of centerlines of U.S. Highway 51 and Goodman Road, said point also being a P.K. nail; thence South 84 degrees 41 minutes 42 seconds West along the centerline of Goodman Road for a distance of 303.41 feet to a point; thence North 03 degrees 22 minutes 28 seconds East for a distance of 223.10 feet to a point; said point being the True Point of Beginning for the herein described tract of land; thence South 84 degrees 38 minutes 32 seconds West (S 84°38'31" W), a distance of 8.4500 feet to a point; thence North 3 degrees 22 minutes 28 seconds West (N 3°22'28" W), a distance of 175.0100 feet to a point; thence North 45 degrees 21 minutes 37 seconds East (N 45°21'37"E), a distance of 86.0700 feet to a point; thence North 84 degrees 38 minutes 32 seconds East (N 84°38'32"E), a distance of 171.7600 feet to a point; thence South 3 degrees 52 minutes 47 seconds East (S 3°52'47"E), a distance of 125.6400 feet to a point; thence South 2 degrees 45 minutes 40 seconds East (S 2°45'40" E), a distance of 34.3600 feet to a point; thence South 84 degrees 38 minutes 32 seconds West (S 84°38'32 W), a distance of 159.2700 feet to a point; thence South 40 degrees 38 minutes 00 seconds West (S 40°38'00" W), a distance of 100.0000 feet to the true point of beginning; and containing 0.8990 acres, or 39160.2761 square feet, more or less, of land being subject to all codes, regulations and restrictions, easements, and rights of way of record.

EXHIBIT A

EXHIBIT B

DESCRIPTION OF ADJACENT PROPERTY

(See following page)

32.6259, more or less, acre tract of land being located in the Southwest Quarter of Section 26, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, more particularly described as BEGIN at an iron stake in the northerly line of Goodman Road (Mississippi State Highway 302) 303.41 feet westwardly and 64.75 feet northwardly from a P.K. Nail (found) at the accepted southeast corner of the southwest quarter of Section 26, Township 1 South, Range 8 West; thence South 84 degrees 41' 42" west 1011.00 feet with the northerly line of Goodman Road to an iron stake; thence South 05 degrees 18' 18" east 25.00 feet to an iron stake; thence South 84 degrees 41' 42" west 190.43 feet with the northerly line of Goodman Road to an iron stake; thence North 06 degrees 15' 00" west 974.21 feet to a "concrete monument" (found); thence South 82 degrees 40' 36" east 221.90 feet to a point in the approximate centerline of Horn Lake Creek; thence continue eastwardly along said centerline the following courses: South 61 degrees 23' 00" east 54.90 feet; South 87 degrees 25' 00" east 103.30 feet; North 87 degrees 39' 00" east 101.40 feet; North 84 degrees 51' 00" east 100.70 feet; North 56 degrees 12' 00" east 107.70 feet; North 39 degrees 22' 00" east 155 feet to a point; thence North 05 degrees 30' 00" west 140.00 feet to an iron stake (found); thence North 85 degrees 17' 00" east 740.12 feet to a "concrete monument" (found) in the westerly line of U.S. Highway 51; thence South 03 degrees 32' 00" east 3.50 feet with the westerly line of said highway to an iron stake; thence North 09 degrees 19' 07" west 15.00 feet to an iron stake; thence northwardly with the westerly line of said highway the following courses: South 08 degrees 34' 00" west 132.40 feet to an iron stake; South 02 degrees 19' 00" east 280.00 feet to an iron stake; South 87 degrees 31' 00" west 45.00 feet; South 02 degrees 19' 00" east 100.00 feet; North 87 degrees 31' 00" east 70.00 feet to an iron stake; South 02 degrees 19' 00" east 120.00 feet to an iron stake; South 03 degrees 52' 47" east 251.03 feet to an iron stake; South 02 degrees 45' 40" east 34.36 feet to an iron stake; thence South 84 degrees 38' 32" west 159.27 feet to an iron stake; thence South 40 degrees 38' 00" west 100.00 feet to an iron stake; thence South 03 degrees 22' 28" east 156.35 feet to the point of beginning containing 32.6259, more or less, acres of land, being subject to all codes, regulations and revisions, easements and right of ways of record.

LESS AND EXCEPT: A 3.7849, more or less, acre tract of land known as the Stansell 1 Lot Subdivision, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described in Plat Book 34, Page 47, in the office of the Chancery Clerk of DeSoto County, Mississippi.

ALSO, LESS AND EXCEPT:

A legal description of a 0.8990 acre, (39160.2761 square feet), more or less, tract of land being located in Section 26, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at a point commonly accepted as the southeast corner of the southwest 1/4 Section 26, Township 1 South, Range 8 West, said point being the intersection of centerlines of U.S. Highway 51 and Goodman Road, said point also being a P.K. nail; thence South 84 degrees 41 minutes 42 seconds West along the centerline of Goodman Road for a distance of 303.41 feet to a point; thence North 03 degrees 22 minutes 28 seconds East for a distance of 223.10 feet to a point; said point being the True Point of Beginning for the herein described tract of land; thence South 84 degrees 38 minutes 32 seconds West (S 84°38'31" W), a distance of 8.4500 feet to a point; thence North 3 degrees 22 minutes 28 seconds West (N 3°22'28" W), a distance of 175.0100 feet to a point; thence North 45 degrees 21 minutes 37 seconds East (N 45°21'37"E), a distance of 86.0700 feet to a point; thence North 84 degrees 38 minutes 32 seconds East (N 84°38'32"E), a distance of 171.7600 feet to a point; thence South 3 degrees 52 minutes 47 seconds East (S 3°52'47"E), a distance of 125.6400 feet to a point; thence South 2 degrees 45 minutes 40 seconds East (S 2°45'40" E), a distance of 34.3600 feet to a point; thence South 84 degrees 38 minutes 32 seconds West (S 84°38'32" W), a distance of 159.2700 feet to a point; thence South 40 degrees 38 minutes 00 seconds West (S 40°38'00" W), a distance of 100.0000 feet to the true point of beginning; and containing 0.8990 acres, or 39160.2761 square feet, more or less, of land being subject to all codes, regulations and restrictions, easements, and rights of way of record.

EXHIBIT B

EXHIBIT C**RESTRICTIVE COVENANTS**

The property described on Exhibit "A" to Warranty Deed of record at Deed Book 257, at Page 146, of the land records on file in the office of the Chancery Clerk of DeSoto County, Mississippi (hereinafter the "Restricted Property") shall not be used or occupied for any of the following:

1. An amusement, arcade or center, bowling alley, pool hall, billiard parlor, skating rink or roller rink;
2. an adult bookstore, adult theater, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays;
3. a movie theater;
4. a second hand store or auction house;
5. on-premises consumption of alcoholic beverages, including but not limited to a cocktail lounge, bar, tavern, night club, disco, or restaurant (except for alcoholic beverages in a family oriented, sit-down restaurant or cafeteria in conjunction with the serving of food and meals, in such event such serving of alcoholic beverages must be an incidental part of the restaurant's or cafeteria's business);
6. a "restaurant" for a period of twenty (20) years from July 19, 1993; the term "restaurant" as used in this clause shall apply to any type of food service establishment which serves any amount of the following products: hamburgers or any other type of beef products served in sandwich form; or ground meat or meat substitute, or a combination of ground meat and meat substitute, or any other type of meat products, any which are served in sandwich form; chicken; pizza or pizza bread; eggs or egg substitutes, pancakes, French toast, cereal or waffle products; tacos, burritos; tamales, enchiladas, fajitas or nachos; fish; ice cream; frozen yogurt; and cookies. Provided that any food establishment which offers as the primary service, for all meal times, food and drink orders taken and served by a waiter or waitress at the customer's table is excluded from the term "restaurant". In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas and for the time period specified in this clause: Arby's, Burger King, Hardee's, In and Out Burger, Kentucky Fried Chicken (KFC); Wendy's, White Castle; Taco Bell; and Rally's.

EXHIBIT D

WILSON LOT 5

(See following page)

Lot 5 of the 2nd Revision to Stansell 3 lot Subdivision being recorded in Plat Book 48, Page 17, in the records of the Chancery Court Clerk, Desoto County, Mississippi, and being located in Section 26, Township 1 South, Range 8 West, Horn Lake, Desoto County, Mississippi and being more particularly described as follows:

Beginning at the Southeast corner of the Southwest quarter of Section 26, said corner being at the intersection of the centerlines of Highway 51 and Highway 302; thence North 12 degrees 08 minutes 45 seconds West for a distance of 511.52 feet to an iron pin located on the West right-of-way of Highway 51, said iron pin being the true point of beginning for the herein described tract; thence North 03 degrees 52 minutes 47 seconds west along the same said West right-of-way for a distance of 70.37 feet to an iron pin; thence continue along said right-of-way North 02 degrees 19 minutes 00 seconds West for a distance of 120.00 feet to an iron pin; thence continue along said right-of-way North 87 degrees 31 minutes 00 seconds West for a distance of 70.00 feet to an iron pin; thence continue along said right-of-way North 02 degrees 19 minutes 00 seconds West for a distance of 32.40 feet to an iron pin; thence North 61 degrees 26 minutes 30 seconds West for a distance of 176.57 feet to an iron pin; thence South 02 degrees 19 minutes 00 seconds East for a distance of 391.20 feet to an iron pin; thence North 45 degrees 21 minutes 37 seconds East for a distance of 55.34 feet to an iron pin; thence North 84 degrees 38 minutes 32 seconds East for a distance of 80.99 feet to an iron pin; thence north 70 degrees 41 minutes 48 seconds East for a distance of 41.49 feet to an iron pin; thence North 84 degrees 38 minutes 32 seconds East for a distance of 28.24 feet to an iron pin; thence North 03 degrees 52 minutes 47 seconds West for a distance of 1.50 feet to an iron pin; thence North 84 degrees 38 minutes 32 seconds East for a distance of 4.00 feet to an iron pin; thence North 03 degrees 52 minutes 47 seconds West for a distance of 13.50 feet to an iron pin; thence North 84 degrees 38 minutes 32 seconds East for a distance of 30.00 feet to the true point of beginning containing 1.41 acres (61,420 square feet), more or less; and

EXHIBIT D