

## SPECIAL WARRANTY DEED

THIS WARRANTY DEED made and entered into this day by and between BOB WHITE LAND, LLC, a Mississippi Limited Liability Company, BOB WHITE FARMS, LLC, a Mississippi Limited Liability Company, RTA PROPERTIES, LLC, a Mississippi Limited Liability Company, THT, III PROPERTIES, LLC, a Mississippi Limited Liability Company, BST PROPERTIES, LLC, a Mississippi limited liability Company, and RCT PROPERTIES, LLC, a Mississippi Limited Liability Company, Grantors, and BOOS-SOUTHAVEN, LLC, a Florida Limited Liability Company, Grantee,

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid by the Grantee to the Grantors, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Grantors do hereby grant, bargain, sell, convey and specially warrant, except as hereinafter set forth, unto the Grantee, the following described property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

SEE LEGAL DESCRIPTION - EXHIBIT A - ATTACHED HERETO AND MADE  
A PART HEREOF BY REFERENCE AS IF COPIED HEREIN VERBATIM

The warranty in this deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi; and further subject to the matters shown on Exhibit "B" attached hereto and the following additional restrictions: (I) so long as any final plan pertaining to the Planned Development (Exhibit C, herein) or Grantor's adjacent property containing approximately five hundred seventy-nine (579) acres located within the Snowden Farms Planned Unit Development which is submitted for approval does not seek to alter the approved uses for the Subject Property (Exhibit A, herein),

Bashin

Buyer, and all of its successors and assigns with any interest in the Subject Property, hereby waive any and all rights arising from Grantee's ownership of the Subject Property within the Shopping Center to approval the final plan; (II) The floor area ratio (FAR) as defined by the City of Southaven pursuant to its codes and ordinances for the Subject Property shall not exceed .25 FAR. If the Subject Property is subdivided or a second (or more) planned development is approved for the Subject Property, then the foregoing restriction shall apply to all parcels of the Subject Property; (III) There shall be a thirty-five foot (35') height restriction for all improvements constructed on the Subject Property; and (IV) Subject Property shall be subject to the Declaration of Easements, Covenants, Conditions, and Restrictions to be recorded contemporaneously herewith.

Taxes for the current year shall be paid by Grantor.

This Agreement may be executed by Buyer and Seller in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, witness the signatures of the Grantors on this the 19th day of December, 2008.

**BOB WHITE LAND, LLC**

By: Catherine S Trahan  
Catherine S. Trahan, Sole Member

**BOB WHITE FARMS, LLC**

By: J. Bayard Snowden  
J. Bayard Snowden, Sole Member

**RTA PROPERTIES, LLC**

By: Matthew Buyer  
Matthew Buyer, Chief Manager

THT, III Properties

By: Matthew Buyer  
Matthew Buyer, Chief Manager

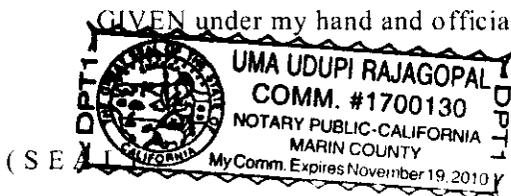
BST Properties, LLC

By: Matthew Buyer  
Matthew Buyer, Chief Manager

RCT Properties, LLC

By: Matthew Buyer  
Matthew Buyer, Chief ManagerSTATE OF California  
COUNTY OF Marin

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Catherine S. Trahan, who acknowledged to me that she is the sole member of the limited liability company known as Bob White Land, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed she signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 12<sup>th</sup> day of December, 2008.

Uma Rajagopal  
NOTARY PUBLIC

My Commission Expires: Nov 19, 2010STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named J. Bayard Snowden, who acknowledged to me that he is the sole member of the limited liability company known as Bob White Farms, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

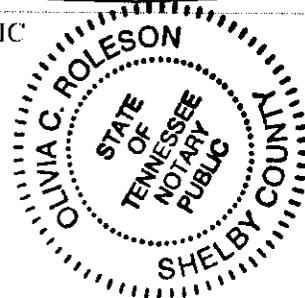
GIVEN under my hand and official seal on this the 11th day of December, 2008.

NOTARY PUBLIC

( S E A L )

My Commission Expires  
November 20, 2011

My Commission Expires:



STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Matthew Buyer, who acknowledged to me that he is the Chief Manager of the limited liability company known as RTA Properties, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

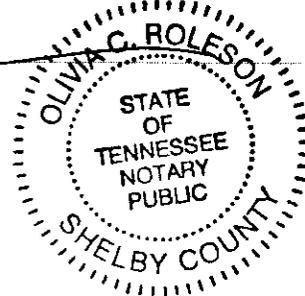
GIVEN under my hand and official seal on this the 11th day of December, 2008.

NOTARY PUBLIC

( S E A L )

My Commission Expires  
November 20, 2011

My Commission Expires:



STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Matthew Buyer, who acknowledged to me that he is the Chief Manager of the limited liability company known as THT III Properties, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

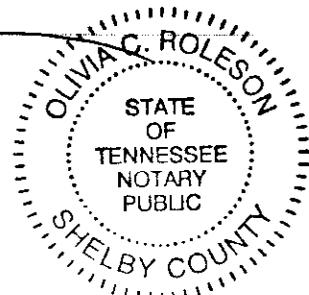
GIVEN under my hand and official seal on this the 11th day of December, 2008.

NOTARY PUBLIC

( S E A L )

My Commission Expires  
November 20, 2011

My Commission Expires:

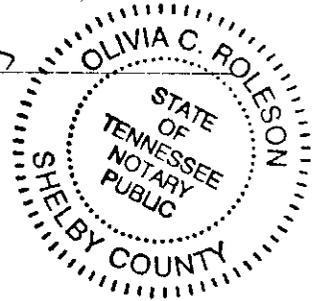


STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Matthew Buyer, who acknowledged to me that he is the Chief Manager of the limited liability company known as BST Properties, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 11th day of December, 2008.

\_\_\_\_\_  
NOTARY PUBLIC



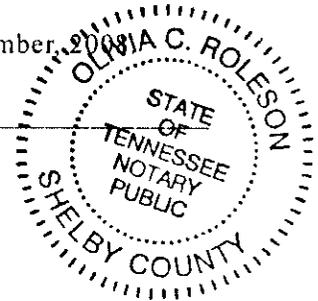
( S E A L )      My Commission Expires  
November 20, 2011  
My Commission Expires:

STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Matthew Buyer, who acknowledged to me that he is the Chief Manager of the limited liability company known as RCT Properties, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 11th day of December, 2008.

\_\_\_\_\_  
NOTARY PUBLIC



( S E A L )      My Commission Expires  
November 20, 2011  
My Commission Expires:

ADDRESS OF GRANTOR:  
SEE EXHIBIT "D"

ADDRESS OF GRANTEE:  
SEE EXHIBIT "D"

Home:  
Work:

Home:  
Work:

**PREPARED BY AND RETURN TO:  
BASKIN McCARROLL McCASKILL & CAMPBELL, P.A.  
P. O. BOX 190  
SOUTHAVEN, MS 38671-0190  
(662) 349-0664  
908090**

Exhibit A  
(Legal Description)

Lot 1, District 21, Phase A, Snowden Farms PUD, situated in Section 33, Township 1 South Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, Pages 14-16, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being a part of the Bob White Land, LLC, Bob White Farm, LLC, RTA Properties, LLC, THT, III Properties, LLC, BST Properties, LLC and RCT Properties, LLC property as described in Book 569 Page 754 (Parcel V) and being in the Northeast Quarter of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi:-

Commencing at the recognized and accepted Northeast corner of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi, said point being the intersection of the centerlines of Goodman Road (Mississippi Highway 302) and Getwell Road; thence North 89 Degrees 22 Minutes 56 Seconds West with the centerline of Goodman Road a distance of 381.27 feet to a point; thence South 00 Degrees 37 Minutes 04 Seconds West a distance of 75.00 feet to an iron pin set in the south line of Goodman Road (right-of-way varies) said iron pin being the true point of beginning; thence South 00 Degrees 14 Minutes 56 Seconds East a distance of 135.94 feet to an iron pin set at a point of curvature; thence southeastwardly along a curve to the left having a radius of 216.00 feet a distance of 142.82 feet (chord = South 19 Degrees 11 Minutes 28 Seconds East 140.23 feet, Delta = 37 Degrees 53 Minutes 05 Seconds) to an iron pin set; thence South 50 Degrees 06 Minutes 47 Seconds West a distance of 100.77 feet to an iron pin set; thence North 38 Degrees 42 Minutes 14 Seconds West a distance of 51.82 feet to an iron pin set; thence South 89 Degrees 45 Minutes 04 Seconds West a distance of 216.72 feet to an iron pin set; thence North 00 Degrees 14 Minutes 56 Seconds West a distance of 286.78 feet to an iron pin set in the south line of Goodman Road; thence easterly along the south line of Goodman Road the following three calls:-

South 89 Degrees 11 Minutes 13 Seconds East a distance of 108.14 feet to an iron pin set; thence North 86 Degrees 28 Minutes 25 Seconds East a distance of 140.05 feet to an iron pin set; thence South 89 Degrees 22 Minutes 56 Seconds East a distance of 33.10 feet to the point of beginning and containing 1.96 acres.

Exhibit "B"  
(Permitted Exceptions)

- ITEM 1. All taxes for the year 2008 and subsequent years, not yet due and payable.
- ITEM 2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
- ITEM 3. Right of Way to Mississippi Power and Light filed for record in Deed Book 25, Page 49, in the Office of the Chancery Clerk of DeSoto County, Mississippi.
- ITEM 4. Easement to the City of Southaven, Mississippi filed for record in Deed Book 237, Page 619, in the office of the Chancery Clerk of DeSoto County, Mississippi, and as shown on Survey by Davis Engineering Co., Inc. dated June 30, 2008, last revised September 2, 2008.
- ITEM 5. Ten Foot (10') Utility Easement to the City of Southaven, Mississippi filed for record in Deed Book 267, Page 546, and Deed Book 267, Page 207A, in the Office of the Chancery Clerk of DeSoto County, Mississippi and as shown on Survey by Davis Engineering Co., Inc. date June 30, 2008, last revised September 2, 2008.
- ITEM 6. Any and all matters disclosed on Survey by Davis Engineering Co., Inc. dated June 30, 2008, last revised September 2, 2008 including the following:
- \*a. Water Line along the north boundary of subject property.
  - \*b. Gravel Drive
  - \*c. Twelve Foot (12') Storm Drain
  - d. Fences along the north boundary of subject property.
  - e. A 38.5' x 14.4' 1-story framed building; and a 37.9' x 66.7' 1-story framed building
  - \*f. Gas meter
  - g. Gas line marker/sign
- ITEM 7. Declaration of Easements, Covenants, Conditions and Restrictions dated 12/19/08, entered into by and among RTA Properties, LLC, THT, III Properties, LLC, BST Properties, LLC, RCT Properties, LLC, Bob White Land, LLC, and Bob White Farms, LLC, recorded in Deed Book 600, Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi.
- ITEM 8. The protective covenants, building setback lines, utility easements and other restrictions as shown upon or contained in instrument filed of record in the office of the DeSoto County Chancery Clerk, and recorded in said office in Plat Book 103 at Page H.
- ITEM 9. All matters found filed of record in the land records of the Chancery Clerk of DeSoto County, Mississippi pertaining to the subject property.

\*Exception is not taken with respect to any rights of the Grantors in or to the matter referred to, such rights being hereby waived, relinquished and disclaimed by Grantors in favor of Grantee.

Commencing at the recognized and accepted Northeast corner of Section 33, Township 1 South, Range 7 West, in the City of Southaven, Desoto County, Mississippi said point being the intersection of the centerlines of Goodman Road (Mississippi Highway 302) and Getwell Road; thence South 00 Degrees 07 Minutes 40 Seconds East with the centerline of Getwell Road a distance of 195.00 feet to a point; thence South 89 Degrees 52 Minutes 20 Seconds West a distance of 60.00 feet to a point in the west line of Getwell Road, said point being the true point of beginning; thence South 00 Degrees 07 Minutes 40 Seconds East with the west line of Getwell Road a distance of 561.10 feet to a point; thence, South 89 Degrees 52 Minutes 20 Seconds West a distance of 237.15 feet to a point; thence North 00 Degrees 06 Minutes 01 Seconds West a distance of 207.03 feet to a point; thence, North 38 Degrees 42 Minutes 14 seconds West a distance of 238.71 feet to a point; thence, South 89 Degrees 45 Minutes 04 Seconds West a distance of 386.72 feet to a point; thence North 00 Degrees 14 Minutes 56 Seconds West a distance of 220.28 feet to a point; thence, South 89 Degrees 45 Minutes 04 Seconds West a distance of 40.50 feet to a point; thence, North 00 Degrees 14 Minutes 56 Seconds West a distance of 36.24 feet to a point of curvature; thence northwestwardly along a curve to the left having a radius of 75.00 feet, arc length 35.65 feet, delta angle 27 Degrees 13 Minutes 58 Seconds, Chord North 13 Degrees 51 Minutes 55 Seconds West 35.31 feet to a point in the south line of Goodman Road; thence, South 89 Degrees 11 Minutes 13 Seconds East with the south line of Goodman Road a distance of 326.99 feet to an angle point; thence North 86 Degrees 28 Minutes 25 Seconds East with the south line of Goodman Road a distance of 140.05 feet to an angle point; thence South 89 Degrees 22 Minutes 56 Seconds East with the south line of Goodman Road a distance of 80.00 feet to an angle point; thence South 65 Degrees 49 Minutes 11 Seconds East with the south line of Goodman Road a distance of 302.10 feet the point of beginning and containing 7.28 acres more or less of land.



## EXHIBIT D

### GRANTOR'S ADDRESSES:

Bob White Farms, LLC  
Attention: Bayard Snowden  
1225 Lynnfield, Suite 295  
Memphis, TN 38119  
Phone: 901-375-4800

RTA Properties, LLC  
THT, II Properties, LLC  
BST Properties, LLC  
RCT Properties, LLC  
Attention: Matthew Buyer  
850 Ridgelake Boulevard, Suite 101  
Memphis, TN 38120  
Phone: 901-415-6401

Bob White Land, LLC  
Attention: Catherine Trahan  
130 Atherton Oaks Drive  
Novato, CA 94945  
Phone: 415-729-1045

### GRANTEE'S ADDRESS:

2651 McCormick Drive  
Clearwater, FL 33759  
Phone: 727-461-1702