

## PURCHASE AND SALE AGREEMENT

Clinton, MS

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is hereby made and entered into as of the Effective Date (as defined below) by and between **HOME DEPOT U.S.A., INC.**, a Delaware corporation (“**Seller**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Purchaser**”).

### RECITALS

**A.** Seller is the owner of those certain tracts or parcels of land containing approximately 14.552 in the aggregate acres, lying and being in Jackson County, Mississippi, and being more particularly shown and/or described on **Exhibit A** attached hereto and made a part hereof, together with all improvements thereon and all rights, easements and appurtenances pertaining thereto (collectively, the “**Property**”), and subject to the Permitted Exceptions (as defined below).

**B.** Purchaser was the highest bidder for the Property pursuant to an auction conducted by Hudson and Marshall, Inc. (“**H&M**”).

**C.** Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price.** Subject to the terms and conditions of this Agreement, Seller shall sell and transfer the Property to Purchaser, and Purchaser shall purchase the Property from Seller and pay to Seller, by federal wire transfer or other immediately available funds, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) (“**Purchase Price**”), subject to adjustment as provided herein.

2. **Earnest Money.**

(a) Within three (3) business days after the Effective Date, Purchaser agrees to deposit in escrow with First American Title Insurance Company (“**Escrow Agent**”), at its office located at located at Six Concourse Parkway, Suite 2000, Atlanta, Georgia 30328, Attn: Jon Uhlir, an earnest money deposit in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) (the “**Earnest Money**”). [NOTE: TO BE AN AMOUNT EQUAL TO 20% OF THE PURCHASE PRICE.]

(b) Escrow Agent shall invest the Earnest Money in a federally-insured interest bearing account. Except to the extent otherwise set forth herein, all Earnest Money shall be non-

refundable and shall be applied for Purchaser's benefit against the Purchase Price at Closing (as defined below). All interest which has accrued on the Earnest Money shall, under all circumstances, belong to the party which is ultimately entitled to receive the Earnest Money. Purchaser shall pay all escrow and investment fees which are charged by Escrow Agent, and Seller and Purchaser each agree to execute and deliver all documents which are reasonably requested by Escrow Agent to effectuate the escrow of the Earnest Money, which escrow shall (i) be consistent with Escrow Agent's customary joint order escrow agreement and the terms of this Agreement, and (ii) in no way limit, modify or waive any of the terms of this Agreement. Purchaser waives any statutory or common right to contest or challenge the enforceability of this Agreement based upon a lack of adequate consideration, the refundability or non-refundability of any Earnest Money and/or the exercise of any discretion afforded to Seller under this Agreement.

(c) In performing its duties as escrow agent holding the Earnest Money as provided in this Agreement, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for gross negligence, willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel, or (ii) to any action taken or omitted in reliance upon any instrument, including written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify it doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all Earnest Money held under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof.

(d) Notwithstanding anything to the contrary contained in Section 16 below, in the event Purchaser fails to timely deposit the Earnest Money as required in this Section 2, Seller shall have the right to terminate this Agreement immediately upon the occurrence of such breach hereunder by written notice to Purchaser.

### 3. **Closing Costs.**

(a) Seller shall pay the following costs, expenses and fees: Seller's attorneys' fees and the fees and commissions to be paid by Seller pursuant to Section 15 below.

(b) At or prior to Closing, Purchaser shall pay the following costs, expenses and fees: (i) all costs of Purchaser's due diligence review of the Property, including, without limitation, physical inspections, preparation of appraisals, feasibility studies, environmental, engineering or geotechnical reports or studies, and the preparation and review of any boundary or as-built surveys; (ii) Purchaser's attorneys' fees; (iii) all escrow fees, investment fees and other fees related to the Closing which are charged by the Escrow Agent; (iv) all transfer taxes,

recording taxes, documentary stamp taxes and similar taxes; (v) all recording fees on recordable documents; (vi) all title insurance fees and premiums, including, without limitation, any costs, fees and premiums related to the issuance of any owner's title insurance policy Purchaser may elect to obtain at Closing, including, any endorsements thereto, and all search and examination fees; and (vii) a fee equal to five percent (5%) of the Purchase Price to be paid to H&M.

(c) All other costs and fees shall be paid by the party incurring such costs and fees or as otherwise provided in this Agreement.

4. **Prorations.**

(a) All real property ad valorem taxes shall be prorated (employing a 365-day year) between Purchaser and Seller as of the Closing Date (as defined below) based upon the current property assessment. If such assessment is not available for the year in question, taxes shall be prorated at Closing based on one hundred five percent (105%) of the previous year's tax bill and reprorated when the amount thereof can be ascertained.

(b) All expenses, including without limitation, charges for water, sewer, electric, gas, and other utilities and all maintenance charges and payments under reciprocal easement agreements and/or similar agreements, with respect to the Property shall be allocated between Seller and Purchaser as of the Closing Date. Seller shall be responsible for all expenses for the period of time up to but not including the Closing Date, and Purchaser shall be responsible for all expenses for the period of time from, after, and including the Closing Date. If accurate allocations cannot be made at Closing because current bills are not then available (for example, as in the case of utility bills), the parties shall allocate such expenses at Closing on the best available information, subject to adjustment upon receipt of the final bill or other evidence of the applicable income or expense.

(c) If any errors or omissions are made regarding adjustments and prorations pursuant to this Section 4, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimates are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto within thirty (30) days following written request therefor.

(d) All obligations to adjust prorations set forth in this Section 4 shall survive the Closing of the transaction.

5. **Closing.** The consummation of the purchase and sale of the Property contemplated under this Agreement (the "**Closing**") shall occur on or before January 12, 2018 (the "**Closing Date**") at the offices of the Escrow Agent. Notwithstanding the foregoing, the parties agree that the Closing may occur through the mail pursuant to a mutually acceptable escrow arrangement among Seller, Purchaser and Escrow Agent so that it will not be necessary for Seller or Purchaser to physically attend Closing. Seller agrees to deliver possession of the Property to Purchaser at Closing, subject to the Permitted Exceptions. At Closing, all of the terms

and conditions of this Agreement shall be deemed to have been satisfied and merged into the Deed (as defined below) and shall not survive Closing, except as specifically set forth in this Agreement.

6. **Inspections Prior to Closing.**

(a) Subject to the terms and conditions hereof and to any rights or restrictions under any of the Permitted Exceptions, Purchaser, its employees, agents, contractors, consultants and representatives, and any party claiming by, through or under any of them (collectively, the “**Purchaser Group**”), shall at all times before the Closing (but upon forty-eight (48) hours’ prior written notice to Seller, which notice may be given electronically to Kimberly\_C\_Koenig@homedepot.com and Debra.Thompson@kutakrock.com, or such other parties as Seller may designate from time to time) have the privilege, opportunity and right of entering upon the Property in order to conduct such examinations, tests, studies and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, as Purchaser deems reasonably necessary or desirable to satisfy itself as to the condition of the Property, and Purchaser will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents, consultants or employees with respect thereto; provided, however, that (i) any access shall be coordinated with Seller as to mutually acceptable times, and (ii) Purchaser and all members of the Purchaser Group shall exercise due care with respect to the Property in connection with any entry onto the Property and the performance of any of Purchaser’s investigations so as to avoid damaging any portion of the Property. At Seller’s election, a representative of Seller may be present during any entry by any member of the Purchaser Group upon the Property. Neither Purchaser nor any other member of the Purchaser Group shall cause or permit any mechanic liens, materialmen’s liens or other liens to be filed against the Property as a result of its activities at the Property, and if any such liens are filed Purchaser shall cause the same to be dismissed, by payment, bonding or otherwise, not later than thirty (30) days following the filing thereof. Purchaser hereby indemnifies, protects, defends (with counsel satisfactory to Seller) and holds Seller and its officers, directors, shareholders, employees and agents harmless from and against any and all damage to persons or property or any other claims, demands, losses, damages, liabilities, fines, penalties, liens, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation expenses) that Seller may suffer or incur directly or indirectly and which arise as a result of or in connection with Purchaser’s exercise of its rights pursuant to this Section 6, including any act or omission by Purchaser or any member of the Purchaser Group.

(b) Purchaser shall not conduct any Invasive Testing (as defined below) on the Property without Seller’s prior written consent and without having submitted to Seller a scope of the proposed Invasive Testing and a site plan reflecting the location thereof. For purposes of this Agreement, the term “**Invasive Testing**” shall include, without limitation, soil tests, environmental tests or other investigations or testing that involves drilling, digging or sampling any portion of the Property, including the soil, groundwater, improvements or building materials. Without limiting the foregoing, Purchaser and each member of the Purchaser Group shall be prohibited from taking any action that disturbs or otherwise penetrates the surface of the Property (including any paving located on the Property) or any improvements located thereon without

Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion.

(c) Purchaser covenants and agrees with Seller not to disclose to any third party (other than to Purchaser's lenders, accountants, attorneys and other professionals and consultants in connection with the transaction contemplated herein provided that such parties are advised of and agree to be bound by the confidentiality provisions of this Agreement) without Seller's prior written consent, unless Purchaser is obligated by law to make such disclosure or unless such information is already a matter of public record, any of the reports or any other documentation or information obtained by Purchaser which relates to the Property or Seller in any way (collectively, "**Confidential Information**"), all of which shall be used by Purchaser and its lenders, accountants, attorneys and other professionals and consultants solely in connection with the transaction contemplated hereby. In the event that this Agreement is terminated, Purchaser agrees that all Confidential Information will continue to be held by Purchaser and its lenders, attorneys and other professionals and consultants in strict confidence. If Purchaser believes such disclosure is required to be made, Purchaser will so inform Seller and provide Seller (upon request) a copy of the Confidential Information to be disclosed; Seller, at its sole discretion, shall have the option (but not the obligation) to attempt to obtain a protective order or to otherwise prevent such disclosure, and Purchaser shall take no action to prevent or interfere, and shall cooperate with, any efforts Seller may elect to undertake to intervene in any proceedings or to otherwise prevent disclosure. If any disclosure is required, Seller shall have the option (but not the obligation) to make such disclosure.

(d) In the event the Property is disturbed or altered in any way as a result of any activities of Purchaser or any other member of the Purchaser Group (including, without limitation, in connection with any Intrusive Testing approved by Seller pursuant to the provisions hereof), Purchaser shall promptly restore the Property to its condition existing prior to the commencement of such activities which disturb or alter the Property. Prior to any entry upon the Property by Purchaser or any other member of the Purchaser Group, Purchaser shall deliver to Seller an original endorsement to Purchaser's commercial general liability insurance policy that evidences that Purchaser is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to Seller, covering both (i) the activities of Purchaser and the other members of the Purchaser Group on or about the Property, and (ii) Purchaser's indemnity obligation set forth in Section 6(a) above. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$3,000,000, shall name Seller as an additional insured, and shall be primary and noncontributing with any other insurance available to Seller. Upon Seller's request, Purchaser shall deliver to Seller a copy of the certificate of insurance effectuating the insurance required hereunder prior to the commencement of such activities, which certificate shall provide that such insurance shall not be terminated or modified without at least ten (10) days' prior written notice to Seller (to the extent commercially available).

(e) PURCHASER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS" WITHOUT ANY OBLIGATION OF SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, TO

PERFORM ANY REPAIRS, IMPROVEMENTS, MAINTENANCE OR OTHER WORK TO THE PROPERTY OR ANY PART THEREOF, AND WITHOUT, EXCEPT AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM SELLER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY REPRESENTATIONS BY ANY BROKERS OR SALESMEN, AND PURCHASER DOES HEREBY ACKNOWLEDGE THAT, IN PURCHASING THE PROPERTY, PURCHASER IS RELYING ONLY UPON THOSE REPRESENTATIONS OF SELLER CONCERNING THE PROPERTY EXPRESSLY SET FORTH AS SUCH IN THIS AGREEMENT. FURTHER, IN THE EVENT PURCHASER PURCHASES THE PROPERTY, PURCHASER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER AS TO MATTERS RELATED TO THE PROPERTY OR SELLER. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY SELLER OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING PURSUANT TO SECTION 9 HEREOF.

(f) Prior to Closing, Purchaser shall not: (i) record any document against any portion of the Property; (ii) execute any agreement to sell, lease, assign, license, option, mortgage, hypothecate or in any other way encumber or further restrict the Property; (iii) modify any Permitted Exceptions; or (iv) take any action or permit any action to be taken related to (A) obtaining any economic development incentive for Purchaser's intended development (whether in the form of grants, tax credits, exemptions, tax increment financing, sales tax rebates or otherwise), or (B) forming any utility or other special service or assessment district for the reimbursement of costs related to Purchaser's intended development, that in any event or in any manner will: (1) be effective prior to Closing (unless such agreement or encumbrance is made

expressly subject to and conditioned upon Purchaser's acquisition of fee simple title to the Property, but in no event may any such document violate clause (i) above in this Section 6(f); or (2) in any way impose upon or subject Seller to any cost, liability, tax assessment, expense, obligation or restriction, unless and until Purchaser has obtained Seller's prior written approval thereof, which approval may be granted or withheld in Seller's sole and absolute discretion. Any such agreement executed or action taken without Seller's prior written approval shall be null and void, and Purchaser hereby agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Property harmless from and against any and all actions, claims, demands, liabilities, losses, damages, taxes, assessments, liens, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs at any level) paid, suffered or incurred by Seller arising out of or in any way connected with any breach of the foregoing covenants.

(g) The provisions of this Section 6 shall survive Closing or any termination of this Agreement, regardless of the reason for such termination.

7. **Conditions Precedent.**

(a) **Deed Restriction.** Seller and Purchaser hereby acknowledge, covenant and agree that the Deed to be delivered to Purchaser by Seller at Closing shall contain the following restriction (the "**Deed Restriction**"):

"No portion of the Property shall be used for the operation of (i) a home improvement center or hardware store (such as, by way of example and not in limitation, stores operated under the trade name Home Depot, Lowe's, Menards or Ace Hardware as of the date hereof), (ii) a paint store (such as, by way of example and not in limitation, stores operated under the trade name Sherwin Williams or Porter Paints as of the date hereof), or (iii) a flooring store (such as, by way of example and not in limitation, stores operated under the trade name Floor & Décor, Lumber Liquidators or Daltile as of the date hereof)."

The Deed Restriction shall be perpetual to the extent permitted by applicable law and shall run with the land and bind the Property and all owners, tenants and occupants thereof.

(b) **No Rezoning of the Property.** Notwithstanding anything to the contrary contained herein, Purchaser shall not have the right to rezone the Property prior to Closing. The terms and provisions of this Section 7(b) shall survive the termination of this Agreement.

8. **Conveyance of Title.**

(a) At Closing, Seller shall convey fee simple title to the Property to Purchaser pursuant to a recordable special warranty deed (the "**Deed**") in the form attached hereto as **Exhibit B** and made a part hereof, subject to all of the following (collectively, the "**Permitted Exceptions**"): (i) all matters caused by the actions or inactions of Purchaser or any other members of the Purchaser Group; (ii) all plats, easements, covenants, conditions, restrictions and

encroachments of record or which would be ascertainable by an examination of title and inspection and survey of the Property; (iii) all existing zoning and building laws, ordinances and regulations; (iv) all taxes and assessments not yet due and payable; and (v) the Deed Restriction.

(b) The Deed to be delivered by Seller to Purchaser at Closing shall contain the description of the Property set forth on **Exhibit A**.

9. **Closing Documents.**

(a) Seller shall deliver at Closing the following documents (all of which shall be duly executed and witnessed, which documents Purchaser agrees to execute where required):

(i) one (1) original of the Deed;

(ii) one (1) original of a Non-Foreign Certificate, in form acceptable to Seller;

(iii) one (1) original of an Owner/Seller Affidavit, in form acceptable to Seller and the Escrow Agent;

(iv) such evidence as the Escrow Agent shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;

(v) three (3) counterparts of a closing statement which sets forth the distribution of the Purchase Price and other funds;

(vi) any necessary transfer tax or recording tax or documentary stamp declarations; and

(vii) a broker's lien waiver from Seller's Agents (as defined below).

(b) Purchaser shall deliver to Seller at the Closing the following:

(i) the remainder of the Purchase Price, by wire transfer, plus or minus credits as provided in this Agreement;

(ii) a resolution authorizing Purchaser to enter into and consummate this transaction;

(iii) if applicable, a broker's lien waiver from any broker representing Purchaser;

(iv) one (1) original of a Notice of Availability of Title Insurance, in form acceptable to Escrow Agent; and



(v) all documentation to be obtained and/or signed by Purchaser pursuant to Section 9(a) above, including the document described in item (v) above.

10. **Casualty or Condemnation.** If the Property, including any improvements thereon, is damaged by fire or other casualty before Closing, Purchaser shall have the option of either (a) taking the Property as is, or (b) terminating this Agreement upon written notice to Seller, whereupon the Escrow Agent shall return the Earnest Money to Purchaser, and this Agreement shall be deemed null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein. In the event that at any time before Closing, all or a material portion of the Property is condemned by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (x) terminate this Agreement, whereupon all Earnest Money shall be refunded to Purchaser and this Agreement shall be deemed null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein, or (y) have the terms of this Agreement remain in full force and effect and binding on the parties hereto. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then (i) the terms of this Agreement shall remain in full force and effect, (ii) the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation, (iii) there shall be no reduction of the Purchase Price and Seller shall assign to Purchaser (without recourse) at the Closing the rights of Seller to the award, if any, for the taking, and (iv) Purchaser shall be entitled to receive and keep the award for the taking of the Property or such portion thereof.

11. **Agreement Not Assignable by Purchaser.** This Agreement may not be assigned or transferred by Purchaser at any time without Seller's prior written consent.

12. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing, signed by a party or its counsel, and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Home Depot U.S.A., Inc.  
2455 Paces Ferry Road, C-19  
Atlanta, Georgia 30339  
Attention: Ms. Kim Koenig  
Telephone Number: 770-384-2420

With a copy to: Home Depot U.S.A., Inc.  
2455 Paces Ferry Road, C-20  
Atlanta, Georgia 30339  
Attention: Senior Corporate Counsel – Real Estate Law  
Store No.: 2904  
Telephone Number: 770-433-8211

With an additional  
copy to:

Kutak Rock LLP  
303 Peachtree Street, NE, Suite 2750  
Atlanta, Georgia 30308  
Attention: Debra M. Thompson, Esq.  
Telephone Number: 404-222-4631

If to Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. Notwithstanding the foregoing, while notice shall be deemed given on the date of mailing, the period in which a response to such a notice must be given or taken shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the addressee. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

13. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

14. **Legal Fees.** In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, each party shall be responsible for its own attorneys' fees and costs, regardless of the outcome of such legal action.

15. **Brokers.** Purchaser and Seller hereby represent each to the other that, except for Corporate Property Dispositions and Beau Box Commercial Real Estate (the "**Seller's Agents**") **[if Purchaser is represented by a qualifying co-op broker, as described in the auction materials: and \_\_\_\_\_ ("**Purchaser's Broker**")]**, they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate broker, agent, or salesman, so as to create any legal right in any such broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Property or the other transactions

contemplated by this Agreement. At Closing, Seller shall pay the Seller's Agents [**if applicable: and Purchaser's Broker**] a commission or consultant's fee pursuant to the terms of a separate agreement. Seller and Purchaser hereby agree to indemnify and hold the other harmless from and against any and all claims (including, without limitation, court costs and reasonable attorneys' fees actually incurred in connection with any such claims) for any real estate commissions or similar fees arising out of or in any way connected with any breach of the foregoing representation.

16. **Default.**

(a) In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, and such inability, failure or refusal is not cured within ten (10) days following Seller's receipt of written notice thereof from Purchaser, then Purchaser, as its sole and exclusive remedy, shall be entitled to terminate this Agreement by giving written notice to Seller, in which event Purchaser shall receive a full refund of the Earnest Money and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. Purchaser's remedies shall be limited to those specifically set forth herein and Purchaser hereby expressly waives and relinquishes any and all rights to pursue any other remedy available at law or in equity.

(b) In the event of a default by Purchaser hereunder which is not cured within ten (10) days following Purchaser's receipt of written notice thereof from Seller, Escrow Agent shall deliver the Earnest Money to Seller, and Seller shall be entitled, as its sole and exclusive remedy (other than with respect to Purchaser's indemnification obligations hereunder), to retain the Earnest Money as full liquidated damages for such default of Purchaser, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. Seller and Purchaser acknowledge and agree that Seller's damages in the event of a default by Purchaser hereunder would be difficult to ascertain and that the Earnest Money represents a fair estimate of such damages, and is not intended as a penalty.

(c) The terms of this Section 16 shall survive any termination of this Agreement.

17. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi.

18. **Waiver.** Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and

the same Agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g., .pdf format) signatures constitute original signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon that party.

20. **Captions; Construction.** All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement. The parties hereto hereby acknowledge and agree that (a) each party hereto is of equal bargaining strength, (b) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (c) each such party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement, (d) each such party and its counsel and advisors have reviewed this Agreement, (e) each such party has agreed to enter into this Agreement following such review and the rendering of such advice and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

21. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. **Time is of the Essence; Entire Agreement.** Time is of the essence in all things pertaining to the performance of this Agreement. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their heirs, successors, legal representatives and permitted assigns.

23. **Date for Performance.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

24. **Date of Agreement.** The submission of this Agreement to Purchaser for examination or consideration does not constitute an offer to sell the Property, and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Purchaser and Seller. The “**Effective Date**” of this Agreement shall be the date upon which this Agreement has been executed by both Purchaser and Seller.

25. **No Recordation.** Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto, and any such recordation of this Agreement or memorandum thereto, by Purchaser without the prior written consent of Seller shall constitute a default by Purchaser hereunder.

[signatures begin on following page]

**IN WITNESS WHEREOF**, each of Purchaser and Seller has caused this Agreement to be executed by its duly authorized signatory as of the dates referenced below.

**SELLER:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution by Seller: \_\_\_\_\_

Seller's Federal Taxpayer Identification Number: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution by Purchaser: \_\_\_\_\_

Purchaser's Federal Taxpayer Identification Number: \_\_\_\_\_

## Exhibit A

### **Description of the Property**

**Property Address:** 4704 Robinson Road, Jackson, MS 39204

#### **Legal Description:**

Property in Jackson, Hinds County, State of Mississippi, described as follows:

A CERTAIN PARCEL OF LAND BEING A PART OF LOTS 2, 3, 4, 5, 6, AND 7, MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14, AND ALSO A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 FOR A DISTANCE OF 520.48 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; RUN THENCE NORTH 61 DEGREES 09 MINUTES 11 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD FOR A DISTANCE OF 356.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 09 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 189.80 FEET; RUN THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 80.46 FEET; RUN THENCE SOUTH 51 DEGREES 36 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 150.24 FEET; RUN THENCE SOUTH 00 DEGREES 08 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 598.04 FEET; RUN THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 951.24 FEET; RUN THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 421.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LANGLEY STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 2 OF SAID MANY OAKS SUBDIVISION; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF LANGLEY STREET AND NORTH LINE OF SAID LOT AND ITS EASTERLY EXTENSION THEREOF, MANY OAKS SUBDIVISION FOR A DISTANCE OF 186.95 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE OF LOT 2 AND ITS EASTERLY EXTENSION THEREOF, MANY OAKS SUBDIVISION AND SAID SOUTH RIGHT OF WAY LINE OF LANGLEY STREET WITH THE EAST RIGHT OF WAY LINE OF PINE GROVE STREET

(ABANDONED); RUN THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 40.00 FEET TO AN EXISTING IRON PIN MARKING THE POINT OF INTERSECTION OF SAID EAST RIGHT OF WAY LINE OF PINE GROVE STREET WITH THE NORTH RIGHT OF WAY LINE OF LANGLEY STREET; RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF LANGLEY STREET FOR A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A 51.735277 DEGREE CURVE BEARING TO THE LEFT HAVING A CENTRAL ANGLE OF 69 DEGREES 49 MINUTES 05 SECONDS AND A RADIUS OF 110.75 FEET; RUN THENCE ALONG THE ARC OF SAID 51.735277 DEGREE CURVE BEARING TO THE LEFT A CHORD BEARING OF NORTH 51 DEGREES 04 MINUTES 16 SECONDS EAST AND A CHORD DISTANCE OF 126.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE NORTH 16 DEGREES 17 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 19.60 FEET; RUN THENCE NORTH 89 DEGREES 36 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 27.20 FEET TO A POINT ON THE ARC OF A 13.402500 DEGREE CURVE BEARING TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 07 MINUTES 08 SECONDS AND A RADIUS OF 427.50 FEET; RUN THENCE ALONG THE ARC OF SAID 13.042500 DEGREE CURVE BEARING TO THE RIGHT A CHORD BEARING OF NORTH 80 DEGREES 05 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 141.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE SOUTH 89 DEGREES 51 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 112.63 FEET; RUN THENCE NORTH 53 DEGREES 24 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 138.02 FEET; RUN THENCE NORTH 28 DEGREES 55 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 29.47 FEET; RUN THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 56.18 FEET; RUN THENCE NORTH 00 DEGREES 09 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 208.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD; RUN THENCE SOUTH 61 DEGREES 09 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD FOR A DISTANCE OF 45.60 FEET TO THE POINT OF BEGINNING, CONTAINING 12.831 ACRES, MORE OR LESS.

AND ALSO:

A CERTAIN PARCEL OF LAND BEING A PART OF LOTS 5, 6, 7 AND 8, MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14, AND BEING SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST AND RUN THENCE SOUTH 00 DEGREES 01

MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 FOR A DISTANCE OF 1,230.30 FEET; RUN THENCE WEST FOR A DISTANCE OF 122.12 FEET; RUN THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 951.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 00 DEGREES 20 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 109.76 FEET; RUN THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST FOR A DISTANCE 225.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION (AS NOW LAID OUT AND IMPROVED, JULY, 1996, 60-FOOT RIGHT OF WAY); RUN THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION FOR A DISTANCE OF 280.00 FEET; RUN THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 225.00 FEET; RUN THENCE SOUTH 00 DEGREES 20 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 170.24 FEET TO THE POINT OF BEGINNING, CONTAINING 1.446 ACRES, MORE OR LESS.

AND:

PARCEL 1

A CERTAIN PARCEL OF LAND BEING SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, T5N-R1W, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 FOR A DISTANCE OF 805.22 FEET; RUN THENCE WEST FOR A DISTANCE OF 876.81 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LANGLEY STREET, AS BOTH ARC SHOWN ON THE PLAT OF MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14; SAID POINT FURTHER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LANGLEY STREET AND ITS EASTERLY EXTENSION THEREOF FOR A DISTANCE OF 186.95 FEET; LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF LANGLEY STREET, RUN THENCE NORTH 00 DEGREES 12 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT IN THE CENTERLINE OF SAID LANGLEY STREET; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 187.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID PINE GROVE STREET; RUN THENCE SOUTH 00 DEGREES 02 MINUTES 11 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.086 ACRES, MORE OR LESS.



PARCEL 2

A CERTAIN PARCEL OF LAND BEING SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, T5N-R1W, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 FOR A DISTANCE OF 805.22 FEET; RUN THENCE WEST FOR A DISTANCE OF 876.81 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF LANGLEY STREET, AS BOTH ARE SHOWN ON THE PLAT OF MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14; RUN THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE CENTERLINE OF SAID LANGLEY STREET; SAID POINT FURTHER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 40.04 FEET; LEAVING SAID CENTERLINE OF LANGLEY STREET, RUN THENCE NORTH 00 DEGREES 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LANGLEY STREET; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF LANGLEY STREET FOR A DISTANCE OF 40.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH, RIGHT-OF-WAY LINE OF LANGLEY STREET WITH THE EAST RIGHT-OF-WAY LINE OF SAID PINE GROVE STREET (ABANDONED); RUN THENCE SOUTH 00 DEGREES 02 MINUTES 11 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.018 ACRES, MORE OR LESS.

AND:

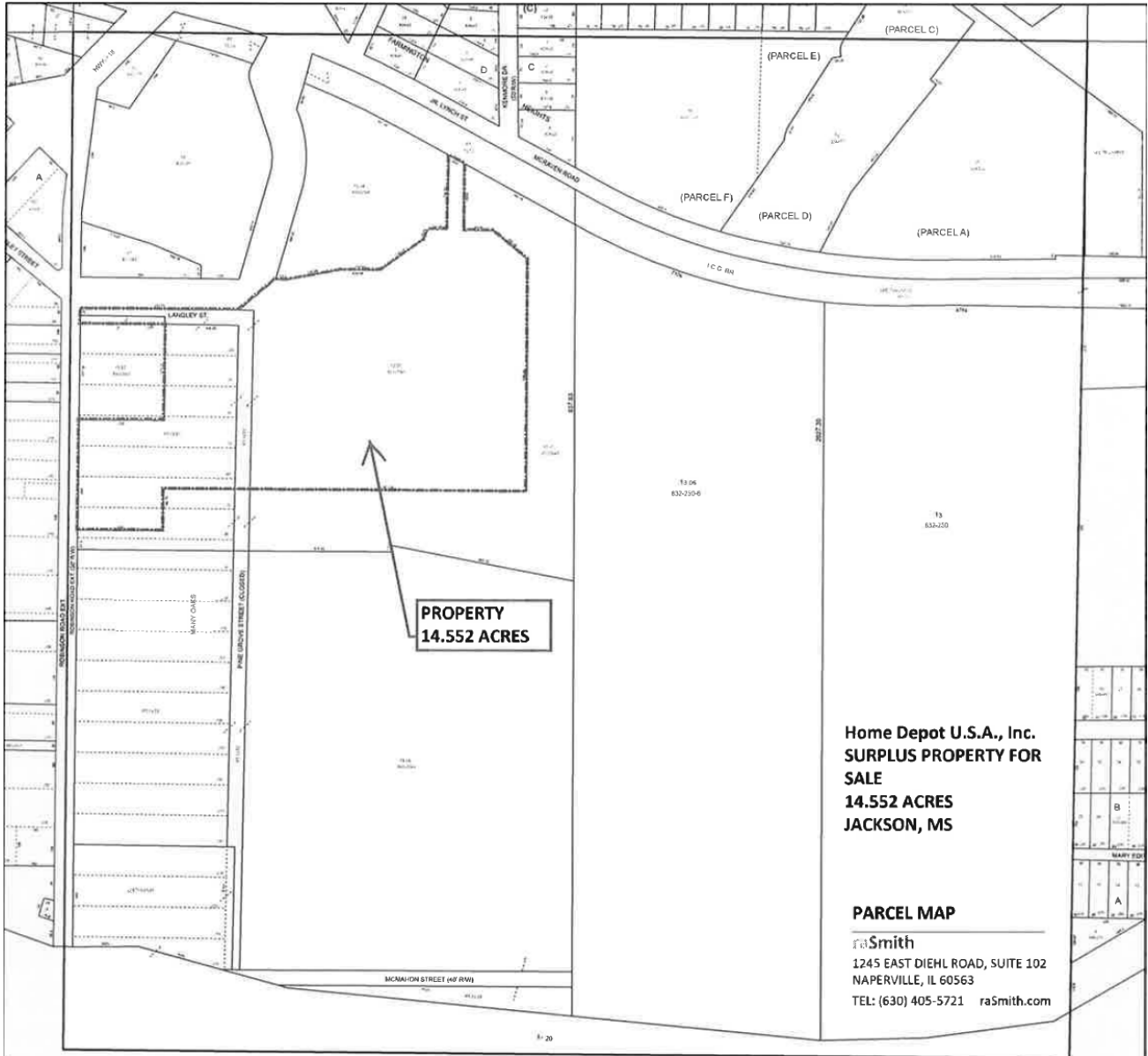
A CERTAIN PARCEL OF LAND BEING SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND RUN THENCE SOUTH 00 DEGREES 01 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 FOR A DISTANCE OF 805.22 FEET; RUN THENCE WEST FOR A DISTANCE OF 876.81 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET

(ABANDONED) WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LANGLEY STREET, AS BOTH ARE SHOWN ON THE PLAT OF MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14; RUN THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE CENTERLINE OF SAID LANGLEY STREET; RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 40.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 371.81 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION (AS NOW LAID OUT AND IN USE, AUGUST, 1996); RUN THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LANGLEY STREET AND ON THE SOUTH LINE OF LOT 1 OF SAID MANY OAKS SUBDIVISION; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF LANGLEY STREET AND THE SOUTH LINE OF SAID LOT 1, MANY OAKS SUBDIVISION FOR A DISTANCE OF 371.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, MANY OAKS SUBDIVISION; RUN THENCE SOUTH 00 DEGREES 09 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.171 ACRES, MORE OR LESS.

[Depiction of Property on next page]

# Depiction of Property



**Home Depot U.S.A., Inc.  
SURPLUS PROPERTY FOR  
SALE  
14.552 ACRES  
JACKSON, MS**

**PARCEL MAP**

**raSmith**  
1245 EAST DIEHL ROAD, SUITE 102  
NAPERVILLE, IL 60563  
TEL: (630) 405-5721 raSmith.com

NW 1/4 Section 12 T5N - R1W

**LEGEND**

Property in R/O Area	Map of Numbers	341 63
Il-Noted/Unkled Line	Parcel Number	492-123-001
Subdivided Primary Use	Average	29.5
Map Sheet Line	Thick Number	82K 03
As shown on Record		
Extra and Prods.		

**Map Key**

678	679	680
705	<b>704</b>	703
710	711	712

**NOTICE !!**  
THIS IS A TAX MAP  
DIMENSIONS SHOWN ARE NOT  
NECESSARILY IN CONFORMITY  
WITH THE ORIGINAL PLAT



**OWNERSHIP MAP**  
Hinds County, Mississippi

Map No.  
**704**

**Exhibit B**

**Form of Deed**

**(see attached)**

Document Prepared by and Return to:	Upon Consultation With: (with respect to MS state law issues)	Indexing Instructions:
Kutak Rock LLP 303 Peachtree Street, NE, Suite 2750 Atlanta, GA 30308 Attention: Debra M. Thompson, Esq. Telephone: 404-222-4631 Georgia. Bar #: <b>XXXXXX</b>	_____, Esq. _____ _____ Telephone: _____ MS Bar No: _____	

Grantor's Name, Address & Tel. No.	Grantee's Name, Address & Tel. No.	Send Tax Bills To (with a copy to Grantee):
Home Depot U.S.A., Inc. 2455 Paces Ferry Road, C-20 Atlanta, GA 30339 Telephone : (770) 433-8211	_____ _____ _____ Telephone : ( ) _____	_____ _____ _____

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Tax Parcel 832-250-1

**SPECIAL WARRANTY DEED  
(Mississippi)**

THIS SPECIAL WARRANTY DEED, is made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation with an address of 2455 Paces Ferry Road, Atlanta, GA 30339 ("Grantor") to \_\_\_\_\_, a \_\_\_\_\_ with an address of \_\_\_\_\_ ("Grantee");

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, subject to the terms, provisions and exclusions set forth in this instrument, Grantor does hereby grant, bargain, sell, convey and warrant specially unto Grantee that certain real estate situated in Hinds County, Mississippi, as described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Property"), together with all appurtenances belonging thereto, including any buildings, fixtures or other improvements located thereon.

**THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS WHICH ARE EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:**

**NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE (SUCH AS, BY WAY OF EXAMPLE AND NOT IN LIMITATION, STORES OPERATED UNDER THE TRADE NAME HOME DEPOT, LOWE'S, MENARDS OR ACE HARDWARE AS OF THE DATE HEREOF), (II) A PAINT STORE (SUCH AS, BY WAY OF EXAMPLE AND NOT IN LIMITATION, STORES OPERATED UNDER THE TRADE NAME SHERWIN WILLIAMS OR PORTER PAINTS AS OF THE DATE HEREOF), OR (III) A FLOORING STORE (SUCH AS, BY WAY OF EXAMPLE AND NOT IN LIMITATION, STORES OPERATED UNDER THE TRADE NAME FLOOR & DÉCOR, LUMBER LIQUIDATORS OR DAL TILE AS OF THE DATE HEREOF).**

**THE AFORESAID COVENANTS AND RESTRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.**

Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the Property; that it has good right to sell and convey the same; that title to the same is unencumbered by matters arising by, through or under Grantor, except for those matters set forth on Exhibit "B" attached hereto and made a part hereof; and that it will warrant specially the title thereto against the lawful claims of all persons claiming the same by, through or under Grantor (excluding claims arising out of the matters set forth on Exhibit "B"), but not further or otherwise.

In addition, subject to the terms, provisions and exclusions set forth in this instrument, Grantor hereby conveys and quitclaims to Grantee, for the same consideration set forth above and subject to the matters set forth on Exhibit "B", all of Grantor's right, title and interest, if any, in and to any minerals, oil, gas and other hydrocarbon substances, water stock relating to the land, strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, abutting or adjoining the Property.

[Signature Page to Follow]

IN WITNESS WHEREOF, the said Grantor has signed these presents the day and year first above written.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF COBB

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that (s)he is the \_\_\_\_\_ of HOME DEPOT U.S.A., INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(Notary Seal)

## EXHIBIT A

**Property Address:** 4704 Robinson Road, Jackson, MS 39204

**Legal Description:**

Property in Jackson, Hinds County, State of Mississippi, described as follows:

A CERTAIN PARCEL OF LAND BEING A PART OF LOTS 2, 3, 4, 5, 6, AND 7, MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14, AND ALSO A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 FOR A DISTANCE OF 520.48 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; RUN THENCE NORTH 61 DEGREES 09 MINUTES 11 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD FOR A DISTANCE OF 356.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 09 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 189.80 FEET; RUN THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 80.46 FEET; RUN THENCE SOUTH 51 DEGREES 36 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 150.24 FEET; RUN THENCE SOUTH 00 DEGREES 08 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 598.04 FEET; RUN THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 951.24 FEET; RUN THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 421.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LANGLEY STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 2 OF SAID MANY OAKS SUBDIVISION; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF LANGLEY STREET AND NORTH LINE OF SAID LOT AND ITS EASTERLY EXTENSION THEREOF, MANY OAKS SUBDIVISION FOR A DISTANCE OF 186.95 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE OF LOT 2 AND ITS EASTERLY EXTENSION THEREOF, MANY OAKS SUBDIVISION AND SAID SOUTH RIGHT OF WAY LINE OF LANGLEY STREET WITH THE EAST RIGHT OF WAY LINE OF PINE GROVE STREET (ABANDONED); RUN THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 40.00 FEET TO AN EXISTING IRON PIN MARKING THE POINT OF INTERSECTION OF SAID EAST RIGHT OF WAY LINE OF PINE GROVE STREET WITH THE



NORTH RIGHT OF WAY LINE OF LANGLEY STREET; RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF LANGLEY STREET FOR A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A 51.735277 DEGREE CURVE BEARING TO THE LEFT HAVING A CENTRAL ANGLE OF 69 DEGREES 49 MINUTES 05 SECONDS AND A RADIUS OF 110.75 FEET; RUN THENCE ALONG THE ARC OF SAID 51.735277 DEGREE CURVE BEARING TO THE LEFT A CHORD BEARING OF NORTH 51 DEGREES 04 MINUTES 16 SECONDS EAST AND A CHORD DISTANCE OF 126.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE NORTH 16 DEGREES 17 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 19.60 FEET; RUN THENCE NORTH 89 DEGREES 36 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 27.20 FEET TO A POINT ON THE ARC OF A 13.402500 DEGREE CURVE BEARING TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 07 MINUTES 08 SECONDS AND A RADIUS OF 427.50 FEET; RUN THENCE ALONG THE ARC OF SAID 13.042500 DEGREE CURVE BEARING TO THE RIGHT A CHORD BEARING OF NORTH 80 DEGREES 05 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 141.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE SOUTH 89 DEGREES 51 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 112.63 FEET; RUN THENCE NORTH 53 DEGREES 24 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 138.02 FEET; RUN THENCE NORTH 28 DEGREES 55 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 29.47 FEET; RUN THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 56.18 FEET; RUN THENCE NORTH 00 DEGREES 09 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 208.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD; RUN THENCE SOUTH 61 DEGREES 09 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD FOR A DISTANCE OF 45.60 FEET TO THE POINT OF BEGINNING, CONTAINING 12.831 ACRES, MORE OR LESS.

AND ALSO:

A CERTAIN PARCEL OF LAND BEING A PART OF LOTS 5, 6, 7 AND 8, MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14, AND BEING SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12 FOR A DISTANCE OF 1,230.30 FEET; RUN THENCE WEST FOR A DISTANCE OF 122.12 FEET; RUN THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 951.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF

BEGINNING, RUN THENCE SOUTH 00 DEGREES 20 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 109.76 FEET; RUN THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST FOR A DISTANCE 225.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION (AS NOW LAID OUT AND IMPROVED, JULY, 1996, 60-FOOT RIGHT OF WAY); RUN THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION FOR A DISTANCE OF 280.00 FEET; RUN THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 225.00 FEET; RUN THENCE SOUTH 00 DEGREES 20 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 170.24 FEET TO THE POINT OF BEGINNING, CONTAINING 1.446 ACRES, MORE OR LESS.

AND:

PARCEL 1

A CERTAIN PARCEL OF LAND BEING SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, T5N-R1W, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 FOR A DISTANCE OF 805.22 FEET; RUN THENCE WEST FOR A DISTANCE OF 876.81 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LANGLEY STREET, AS BOTH ARC SHOWN ON THE PLAT OF MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14; SAID POINT FURTHER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LANGLEY STREET AND ITS EASTERLY EXTENSION THEREOF FOR A DISTANCE OF 186.95 FEET; LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF LANGLEY STREET, RUN THENCE NORTH 00 DEGREES 12 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT IN THE CENTERLINE OF SAID LANGLEY STREET; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 187.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID PINE GROVE STREET; RUN THENCE SOUTH 00 DEGREES 02 MINUTES 11 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.086 ACRES, MORE OR LESS.

PARCEL 2

A CERTAIN PARCEL OF LAND BEING SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, T5N-R1W, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND RUN THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 FOR A DISTANCE OF 805.22 FEET; RUN THENCE WEST FOR A DISTANCE OF 876.81 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF LANGLEY STREET, AS BOTH ARE SHOWN ON THE PLAT OF MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14; RUN THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE CENTERLINE OF SAID LANGLEY STREET; SAID POINT FURTHER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 40.04 FEET; LEAVING SAID CENTERLINE OF LANGLEY STREET, RUN THENCE NORTH 00 DEGREES 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LANGLEY STREET; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF LANGLEY STREET FOR A DISTANCE OF 40.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH, RIGHT-OF-WAY LINE OF LANGLEY STREET WITH THE EAST RIGHT-OF-WAY LINE OF SAID PINE GROVE STREET (ABANDONED); RUN THENCE SOUTH 00 DEGREES 02 MINUTES 11 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.018 ACRES, MORE OR LESS.

AND:

A CERTAIN PARCEL OF LAND BEING SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND RUN THENCE SOUTH 00 DEGREES 01 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 FOR A DISTANCE OF 805.22 FEET; RUN THENCE WEST FOR A DISTANCE OF 876.81 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LANGLEY STREET, AS BOTH ARE SHOWN ON THE PLAT OF MANY OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, AS NOW RECORDED IN PLAT BOOK 7 AT PAGE 14; RUN THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET (ABANDONED) FOR A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF PINE GROVE STREET

(ABANDONED) WITH THE CENTERLINE OF SAID LANGLEY STREET; RUN THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 40.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID CENTERLINE OF LANGLEY STREET FOR A DISTANCE OF 371.81 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION (AS NOW LAID OUT AND IN USE, AUGUST, 1996); RUN THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF ROBINSON ROAD EXTENSION FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LANGLEY STREET AND ON THE SOUTH LINE OF LOT 1 OF SAID MANY OAKS SUBDIVISION; RUN THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF LANGLEY STREET AND THE SOUTH LINE OF SAID LOT 1, MANY OAKS SUBDIVISION FOR A DISTANCE OF 371.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, MANY OAKS SUBDIVISION; RUN THENCE SOUTH 00 DEGREES 09 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.171 ACRES, MORE OR LESS.

## **EXHIBIT B**

### **Permitted Exceptions**

1. All taxes and assessments for the year 201\_\_\_ and subsequent years, not yet due or payable, and any additional taxes which result from a reassessment or re-billing of the Property.
2. All existing zoning and building laws, ordinances and regulations.
3. All plats, easements, covenants, restrictions and encroachments of record or which would be ascertainable by an examination of title and inspection and survey of the Property.