

ACT OF ESTABLISHMENT OF PREDIAL
SERVITUDES AND COVENANTS AND
RESTRICTIONS

BY

MILLERVILLE PARTNERS, L.L.C.
and
MILLERVILLE PROPERTIES, LLC
and
TARGET CORPORATION
and
LOWE'S HOME CENTERS, INC.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

PARISH OF East Baton Rouge

STATE OF MINNESOTA

COUNTY OF HENNING

STATE OF NORTH CAROLINA

COUNTY OF WILKES

1. INTRODUCTION

BE IT KNOWN, that on the dates set forth below and made effective as of ~~June 7~~,
2006 (the "Effective Date"), July

BEFORE US, the undersigned notaries public, duly commissioned and qualified in and
for the parishes/counties and states set forth below, and in the presence of the undersigned
competent witnesses,

PERSONALLY CAME AND APPEARED:

MILLERVILLE PARTNERS, L.L.C., a limited liability company, formed and
existing under the laws of the State of Louisiana, represented herein by its
Manager, Millerville Managers, L.L.C., in turn represented by its duly authorized
Manager, ~~Gerald E. Songy~~ ("Millerville Partners");

JAMES MAJEN
and

MILLERVILLE PROPERTIES, LLC, a limited liability company, formed and
existing under the laws of the State of Louisiana, represented herein by its
Managers, Gerald W. Vince and Richard H. Cappel ("Millerville Properties");

and

TARGET CORPORATION, a Minnesota corporation qualified to do business
in Louisiana as Target Corporation of Minnesota, appearing herein by and
through its undersigned duly authorized officer ("Target");

and

LOWE'S HOME CENTERS, INC., a North Carolina corporation, appearing
herein by and through its undersigned duly authorized officer ("Lowe's").

who after being duly sworn, did declare as follows:

- 1.1 Millerville Partners is the owner of certain immovable property situated in the
Parish of East Baton Rouge, State of Louisiana, as more fully described on
Exhibit A (the "Shopping Center Parcels").

- 1.2 Millerville Properties is the owner of certain immovable property, which is contiguous to the Shopping Center Parcels and is situated in the Parish of East Baton Rouge, State of Louisiana, as more fully described on **Exhibit B** ("Tract C").
- 1.3 Millerville Partners and Millerville Properties hereby establish relationships among their respective properties pursuant to Louisiana Civil Code Articles 735 through 774 such that the predial servitudes established herein shall be immediately effective and, subject to the terms and conditions hereof, binding on all current and future Owners of the Parcels and their successors and assigns.
- 1.4 The operation of the Shopping Center Parcels is governed by that certain Amended and Restated OEA dated February 10, 2006, by and among Millerville Partners, Target and Lowe's, recorded in the records of East Baton Rouge Parish under Orig. 824, Bundl. 11809 (the "OEA"). Pursuant to Section 2.5 of the OEA, Target and Lowe's must approve of the servitudes granted herein and join in this Act of Establishment for the express purpose of granting their approval.

2. **DEFINITIONS**

The following terms shall have the meanings specified in this Section 2.

- 2.1 "Access Drive" means the driving lanes to be constructed in the Access Drive Servitude Area.
- 2.2 "Access Drive Improvements" means the paving, striping, landscaping and lighting now and hereafter constructed and installed within the Access Drive Servitude Area.
- 2.3 "Access Drive Servitude Area" means the areas designated as such on the Plan annexed hereto.
- 2.4 "Act of Establishment" means this Act of Establishment of Predial Servitudes and Covenants and Restrictions as it may be amended, restated and supplemented from time to time.
- 2.5 "Monument Sign Servitude Areas" means the two areas designated as such on the Plan annexed hereto.
- 2.6 "Mortgagee" means the mortgagee from time to time of a Parcel under a conventional mortgage (as distinguished from a legal mortgage or a judicial mortgage) recorded in the mortgage records of the Clerk of Court for the Parish of East Baton Rouge.
- 2.7 "Owner" means, initially, each of Millerville Properties and Millerville Partners, as well as each person who shall subsequently acquire an ownership interest in a Parcel.
- 2.8 "Parcel" means each of the Shopping Center Parcels and Tract C.
- 2.9 "Plan" means the plan attached hereto as **Exhibit C**.
- 2.10 "Servitude Areas" means collectively the Access Drive Servitude Area and the Monument Sign Servitude Areas.

3. **INSTALLATION AND MAINTENANCE OF ACCESS DRIVE IMPROVEMENTS**

- 3.1 The Access Drive Improvements will be constructed by Millerville Partners, at its sole cost and expense, in the Access Drive Servitude Area.

- 3.2 Subject to Section 3.3 below, Millerville Partners, at its expense, shall hereafter keep and maintain the Access Drive Improvements situated on the Access Drive Servitude Area in good condition and repair. Without limiting the generality of the foregoing, Millerville Partners shall do the following: (a) maintain and repair the Access Drive Improvements in reasonably good condition suitable for the exercise of the servitudes created in this Act of Establishment; (b) restripe the Access Drive Improvements as necessary; (c) repair and replace as necessary the paving and the substrata of the Access Drive Improvements; (d) keep and maintain the Access Drive Improvements properly cleaned, drained, free of trash, rubbish and obstructions, and generally in a neat, clean, orderly, and sanitary condition; (e) keep the Access Drive Servitude Area suitably lighted; (f) maintain in good condition the signs, markers, and other means and methods of vehicular traffic control; and (g) maintain in good condition the plantings and landscaped areas within the Access Drive Servitude Area.
- 3.3 On or before the tenth (10th) day of each calendar month for the first ten (10) years after the Effective Date, the Owner of Tract C shall pay Millerville Partners a maintenance fee equal to \$100 per month. From and after the tenth (10th) anniversary of this Act of Establishment, the maintenance fee shall increase by three (3%) percent annually. Millerville Partners, Target and Lowe's acknowledge and agree that any sums received by Millerville Partners pursuant to this Section 3.3 shall be deducted from the common area maintenance costs charged to Target and Lowe's under Section 4.2(D) of the OEA.

4. SERVITUDE OF PASSAGE

- 4.1 Tract C shall have a non-exclusive predial servitude of passage over and across the Access Drive. Except as set forth in Section 3.3 above, the servitude of passage shall be free of charge and shall be for the purpose of ingress, egress and circulation of vehicular traffic between Millerville Road and Tract C by way of the Access Drive.
- 4.2 There shall be no parking, loading, unloading, barriers, obstruction or other restriction that will unreasonably interfere with the free flow of vehicular traffic over the Access Drive. Notwithstanding the foregoing, Millerville Partners shall have the right to establish reasonable and necessary traffic control measures for the Access Drive.

5. SIGN SERVITUDE

- 5.1 Millerville Partners hereby grants and conveys for the benefit of Tract C a non-exclusive, predial servitude for the construction, reconstruction, replacement, maintenance and repair of one monument sign structure in each of the two Sign Servitude Areas, together with reasonable access under, upon, through and across the Servitude Areas and Tract B-1 to install, replace, maintain, repair and operate any utility lines necessary to provide the monument signs with power.
- 5.2 Each of the two monument signs shall be designed and constructed in accordance with the design criteria shown in **Exhibit D** attached hereto. Once constructed, the Owner of Tract C shall maintain each of the monument signs as originally constructed and the costs of such maintenance (including the cost of providing power) shall be borne by the Owner of Tract C.
- 5.3 Subject to the existing buildings located on Tract B-1 and the buildings and other improvements on the Lowe's Tract/Tract F and the Target Tract/Tract A (as described in the OEA), there shall be no obstruction of any kind that will unreasonably interfere with the visibility of the monument signs from the Access Drive.

6. USE RESTRICTIONS

6.1 Unless this Act of Establishment is terminated pursuant to Section 7 hereof, the owner of Tract C, its tenants and subtenants, shall not use or permit the occupancy or use of any space within Tract C for the purposes set forth hereafter:

- (a) Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building on Tract C.
- (b) An operation primarily used as a assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
- (c) Any "second hand" store, "surplus" store, or pawn shop.
- (d) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
- (e) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.
- (f) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.
- (g) Any central laundry, dry cleaning plant or laundromat.
- (h) Any bowling alley or skating rink.
- (i) Any movie theater or live performance theater.
- (j) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the forgoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the Building; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the Floor Area of the pet shop.
- (k) Any mortuary, crematorium or funeral home.
- (l) Any establishment selling, renting, displaying or exhibiting "pornographic" or "obscene" material (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts, or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff, and/or any massage parlors or similar establishments.
- (m) Any bar, nightclub, cocktail lounge, discotheque, dance hall, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business.
- (n) Any health spa, fitness center or workout facility.
- (o) Any flea market, pawn shop, amusement or video arcade, pool or billiard hall, car wash or dance hall.

- (p) Any school or training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers.
- (q) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall.
- (r) Any toy store exceeding five thousand (5,000) square feet of floor area.
- (s) Any drug store exceeding ten thousand (10,000) square feet of floor area, or any store of any size selling or offering for sale any pharmaceutical products requiring the services of a licensed pharmacist.
- (t) Any gas/service station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel.
- (u) Any liquor store offering off-premises sale of alcoholic beverages.
- (v) Any grocery store, supermarket, or department within a store, for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats or delicatessen products
- (w) Any general merchandise discount retail store or retail warehouse club containing floor area in excess of 25,000 square feet.
- (x) Any retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center, landscape supply center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Home Depot Landscape Supply, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply.
- (y) Any hardware store or center.
- (z) Any appliance, consumer electronics, and/or lighting store or center.
- (aa) Any nursery and/or lawn and garden store or center.
- (bb) Any paint, wall paper, tile, flooring, carpeting, and/or home décor store or center.
- (cc) Any telephone call center.
- (dd) Any auto, truck, tractor trailer (excepting recreational vehicles or any use customarily associated with a recreational vehicle dealership) sales, leasing, display or body shop repair operation.
- (ee) Any child day care facility.
- (ff) Governmental offices.

7. **TERMINATION AND ENFORCEMENT**

7.1 This Act of Establishment shall be effective as of the Effective Date and shall continue in perpetuity unless terminated pursuant to this Section 7. Either the

Owner of the Shopping Center Parcels, Target or Lowe's shall have the right to terminate this Act of Establishment should the Owner of Tract C fail to observe or perform any of the covenants, conditions or obligations set forth in Section 6 hereof and such failure is not cured after notice and opportunity to cure pursuant to Section 7.3 below. The Owner of Tract C shall also have the right to unilaterally terminate this Act of Establishment at any time by notice to the Owner of the Shopping Center Parcels. Upon the termination of this Act of Establishment, all rights and privileges derived from all grants, duties and obligations created and imposed by the provisions of this Act of Establishment shall terminate and have no further force or effect.

- 7.2 In addition to the termination right set forth in Section 7.1 above, this Act of Establishment and the predial servitudes created by this Act of Establishment shall be enforceable by the Owner or Mortgagee of a Parcel, or Lowe's or Target. In addition to the right to collect damages, and any other remedy provided by law, the enforcing party shall have the right to enforce the provisions hereof by specific performance or by mandatory or prohibitory injunctions without the necessity of proving irreparable injury, without the requirement of a bond, and without regard to the other limitations of Louisiana Code of Civil Procedure Article 3601.
- 7.3 No Owner (hereinafter the "Defaulting Owner") shall be in default under this Act of Establishment unless the Defaulting Owner has been given a written notice specifying the default by the other Owner, or Lowe's or Target and the default is not cured within thirty (30) days after receipt of the notice (twenty (20) days for failure to pay any amount due under Section 3.3 above). If a non-payment default cannot be cured within thirty (30) days, the Defaulting Owner shall not be in default if it commences to cure the default within thirty (30) days and diligently and continuously proceeds to cure the default as soon as possible.
- 7.4 The prevailing party in an action to enforce the provisions hereof shall be entitled to recover from the unsuccessful Owner the prevailing party's costs and reasonable attorneys' fees and expenses incurred in connection therewith.

8. MISCELLANEOUS

- 8.1 The Owner of Tract C shall indemnify, defend and hold harmless Millerville Partners, Lowe's and Target from and against any and all claims, demands, losses, damages, costs, and expenses (including, but not limited to, court costs, penalties and reasonable attorneys' fees), judgments, liabilities, and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Servitude Areas by the Owner of Tract C or its agents, employees, or invitees.
- 8.2 The Owner of Tract C agrees to maintain at all times adequate commercial general liability insurance with respect to the Servitude Areas and use and occupancy thereof (in an amount not less than \$1,000,000 per occurrence), specifically including coverage against claims for bodily injury, death and property damage occurring on or about the Servitude Areas.
- 8.3 The predial servitudes established in this Act of Establishment shall inure to the benefit of the Owners of the respective Parcels and their successors and assigns and shall be binding on the Owners of the servient estate and their successors and assigns. If the Owner of a Parcel transfers its interest in the Parcel and the transferee assumes the liabilities and obligation hereunder as Owner of the transferred Parcel accruing after the date of the transfer, the transferring Owner shall be relieved of all personal liabilities and obligation hereunder with respect to the transferred Parcel accruing after the date of the transfer.
- 8.4 The predial servitudes created by this Act of Establishment are nonexclusive. The Owner of the servient estate may grant or impose additional rights, servitudes

and restrictions on the Owner's Parcel, provided these additional items do not adversely affect the use of the predial servitudes created by this Act of Establishment.

- 8.5 This Act of Establishment may be amended only by an instrument in writing executed by all of the then current Owners and Mortgagees of all of the Parcels and acknowledged and agreed to by Target and Lowe's.
- 8.6 Nothing in this Act of Establishment shall create a partnership or joint venture between or among the Owners. Each Owner shall be considered a separate owner. No Owner shall have the right to act as an agent for or to obligate another Owner, unless expressly authorize to do so in this Act of Establishment or by a separate written instrument signed by the present Owner.
- 8.7 Nothing herein shall be deemed to be a donation or dedication of any portion of a Parcel to the general public, or for any public use or purpose. Except as expressly provided herein, no right, privilege or immunity of an Owner shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions herein.
- 8.8 An Owner shall, from time to time upon not less than twenty (20) days notice from any other Owner, execute and deliver to the person or entity designated by the requesting Owner a certificate in recordable form stating that this Act of Establishment is unmodified and in full force and effect or, if appropriate, stating the modifications, and stating whether, to the best of its knowledge, any other Owner is in default in any respect under this Act of Establishment, and if in default, specifying the default.
- 8.9 All notices, statements, demands, approvals or other communications required or permitted under this Act of Establishment shall be in writing and shall be delivered by mail, courier, facsimile or other similar form of delivery to a party at its last known address.
- 8.10 This Act of Establishment shall be governed and construed in accordance with the laws of the State of Louisiana. If a provision of this Act of Establishment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Act of Establishment, or the application of the provisions to any other person or circumstance, shall not be affected thereby.

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THUS DONE AND SIGNED, in my office in the COVINGTON, Louisiana, on this ~~5~~ ^{JULY} day of ~~June~~, 2006, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

MILLERVILLE PARTNERS, L.L.C.

By: ~~Millerville Managers, L.L.C.~~

By: James E. Mavers
Gerald E. Songy, Manager

JAMES E. MAVERS

Henry O'Connell
Henry O'Connell

Henry O'Connell

Nancy B. Stallings
NOTARY PUBLIC



Nancy B. Stallings
Notary ID # 068797
Parish of St. Tammany
State of Louisiana
Commission Expires at Death

Notary
THUS DONE AND SIGNED, in my office in the City of Baton Rouge, State of Louisiana, on this 7~~June~~ of ~~May~~, 2006 in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Tammy Vince
Tammy Vince
RA Simmon
RA Simmons

MILLERVILLE PROPERTIES, L.L.C.

By: Gerald W. Vince
Gerald W. Vince, Manager

By: [Signature]
Richard H. Capps, Manager

[Signature]

NOTARY PUBLIC

My Commission Expires: _____

WALTER N. O'ROARK, III

Notary Public #17732

Parish of East Baton Rouge

State of Louisiana

Commission Expires at Death

THUS DONE AND SIGNED, in my office in the City of MPLS, State of Minnesota, on this 16th day of June, 2006 in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearers and me, Notary, after due reading of the whole.

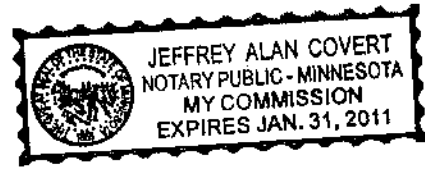
WITNESSES:

[Signature]
SAM JACKSON
Amy J. Dybsetter
Amy J. Dybsetter

TARGET CORPORATION

By: [Signature]
Name: Scott Nelson
Title: Vice President
Target Corporation

[Signature]
NOTARY PUBLIC
My Commission Expires: _____



THUS DONE AND SIGNED, in my office in the City of Wilkesboro, State of North Carolina, on this 26 day of June, 2006 in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Frank N. Masen
FRANK N. MASEN

James N. Kilby
JAMES N. KILBY

LOWE'S HOME CENTERS, INC.

By: David E. Shelton

Name: _____

Title: David E. Shelton
Senior Vice President

Approved
you TAD
6/26/06
MRS

Melissa Richardson

NOTARY PUBLIC

My Commission Expires: 2/20/2007

MELISSA RICHARDSON
Notary Public, North Carolina
Wilkes County
My Commission Expires
2/20/2007

EXHIBIT "A"

(SHOPPING CENTER PARCELS)

TRACT B-1

ONE CERTAIN LOT OR PARCEL OF GROUND, situated in the Parish of East Baton Rouge, Louisiana, located in Section 47, T7S-R2E, Greensburg Land District, being a portion of the original John J. Kohler Estate, and being designated as TRACT "B-1" and more particularly described on a map entitled "Map Showing the Exchange of Property between Tracts "Q-1-A", "B", and "D" of the Original John J. Kohler Estate into Tracts "B-1", "D-1", and "F" Located in Sections 16 and 47, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Millerville Partners, LLC" dated November 14, 2005, certified on November 16, 2005, prepared by SJB Group Incorporated, approved by the Planning Commission of the City of Baton Rouge and Parish of East Baton Rouge on November 16, 2005, recorded on November 23, 2005, in Orig. 688, Bndl. 11787, according to which said Tract "B-1" is described as follows:

Commencing at the intersection of the northerly right of way line of Interstate 12 and the easterly right of way line of Millerville Road; proceed along said right of way line of Millerville Road north 03 degrees 39 minutes 15 seconds west for a distance of 391.31 feet to a point and corner; thence continue along said right of way line, north 04 degrees 28 minutes 06 seconds west for a distance of 112.44 feet to a set 1/2 inch iron pipe; thence continue along said right of way line, North 04 degrees 28 minutes 06 seconds West a distance of 163.48 feet to a set 1/2 inch iron pipe, said point being the point of beginning;

Thence continue along said right of way line North 04 degrees 28 minutes 06 seconds West a distance of 24.67 feet to a set 1/2 inch iron pipe; thence continue along said right of way line North 01 degree 59 minutes 32 seconds West a distance of 45.35 feet to a set 1/2 inch iron pipe; thence leaving said right of way line, proceed North 87 degrees 46 minutes 44 seconds East a distance of 662.81 feet to a set 1/2 inch iron pipe; thence proceed North 02 degrees 13 minutes 16 seconds West a distance of 48.93 feet to a set 1/2 inch iron pipe; thence proceed South 79 degrees 50 minutes 11 seconds East a distance of 80.97 feet to a set 1/2 inch iron pipe; thence proceed South 65 degrees 54 minutes 05 seconds East a distance of 113.01 feet to a set 1/2 inch iron pipe; thence proceed South 02 degrees 13 minutes 16 seconds East for a distance of 300.06 feet to a set 1/2 inch iron pipe; thence proceed South 87 degrees 46 minutes 44 seconds West for a distance of 15.24 feet to a set 1/2 inch iron pipe; thence proceed South 02 degrees 13 minutes 16 seconds East for a distance of 10.00 feet to a set 1/2 inch iron pipe; thence proceed South 87 degrees 46 minutes 44 seconds West for a distance of 268.84 feet to a set 1/2 inch iron pipe; thence proceed North 02 degrees 13 minutes 16 seconds West for a distance of 133.99 feet to a set 1/2 inch iron pipe; thence proceed South 87 degrees 46 minutes 44 seconds West for a distance of 59.31 feet to a set 1/2 inch iron pipe; thence proceed North 02 degrees 13 minutes 16 seconds West for a distance of 96.00 feet to a set 1/2 inch iron pipe; thence proceed South 87 degrees 46 minutes 44 seconds West for a distance of 234.00 feet to a set 1/2 inch iron pipe; thence proceed North 02 degrees 13 minutes 16 seconds West for a distance of 63.62 feet to a set 1/2 inch iron pipe; thence proceed South 87 degrees 46 minutes 44 seconds West for a distance of 255.94 feet to a set 1/2 inch iron pipe; thence South 01 degree 59 minutes 32 seconds East a distance of 10.39 feet to a set 1/2 inch iron pipe; thence proceed South 04 degrees 28 minutes 06 seconds East a distance of 25.06 feet; thence proceed South 87 degrees 46 minutes 44 seconds West a distance of 10.01 feet back to the point of beginning. The property described herein contains a total of 3.244 acres, (141,314 square feet), and is subject to all servitudes and restrictions that may be of record.

Tract E

ONE CERTAIN LOT OR PARCEL OF GROUND, situated in the Parish of East Baton Rouge, Louisiana, located in Section 47, T7S-R2E, Greensburg Land District, being a portion of the original John J. Kohler Estate, and being designated as TRACT E and more particularly described on a map entitled "Map Showing the Subdivision of Tracts R-1-A, S-1-A & R2 of the Original John J. Kohler Estate Into Tracts A, B, C, D & E Located in Section 47, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Millerville Partners, LLC" dated September 21, 2004, certified on September 28, 2004, made by SJB Group Incorporated,

approved by the Planning Commission of the City of Baton Rouge and Parish of East Baton Rouge on September 29, 2004, recorded on October 6, 2004, in Orig. 552, Bndl. 11657, according to which said Tract E is described as follows:

Commencing at a found 1/2 inch iron pipe at the intersection of the northerly right of way line of Interstate 12 and the easterly right of way line of Millerville Road; proceed along said right of way line of Millerville Road, North 03 degrees 39 minutes 15 seconds West a distance of 391.30 feet to a point; thence continue along said easterly right of way line, North 04 degrees 28 minutes 06 seconds West a distance of 300.59 feet to a point; thence continue along said easterly right of way line, North 01 degree 59 minutes 32 seconds West a distance of 27.85 feet to a point; thence continue along said right of way line, North 01 degree 59 minutes 32 seconds West a distance of 211.80 feet; thence, leaving said right of way, proceed South 79 degrees 50 minutes 11 seconds East for a distance of 758.78 feet to a set pk nail; thence proceed South 65 degrees 54 minutes 05 seconds East for a distance of 113.01 feet to a set pk nail, said point being the point of beginning.

Thence proceed South 65 degrees 54 minutes 05 seconds East for a distance of 135.27 feet to a set pk nail; thence proceed 149.82 feet along the arc of a tangent curve to the right having a radius of 135.00 feet, a delta angle of 63 degrees 35 minutes 06 seconds, a chord bearing of South 34 degrees 06 minutes 32 seconds East, and a chord distance of 142.25 feet, to a set pk nail; thence proceed South 02 degrees 18 minutes 59 seconds East for a distance of 533.79 feet to a set pk nail; thence proceed 46.81 feet along the arc of a tangent curve to the left having a radius of 45.00 feet, a delta angle of 59 degrees 36 minutes 08 seconds, a chord bearing of South 32 degrees 07 minutes 03 seconds East, and a chord distance of 44.73 feet, to a set pk nail; thence proceed South 61 degrees 55 minutes 07 seconds East for a distance of 441.96 feet to a point on the northerly right of way line of Interstate 12; thence proceed along said right of way line, South 73 degrees 48 minutes 00 seconds West for a distance of 248.69 feet to a set pk nail; thence continue along said right of way line, 222.53 feet along the arc of a non-tangent curve to the right having a radius of 1085.92 feet, a delta angle of 11 degrees 44 minutes 29 seconds, a chord bearing of South 86 degrees 27 minutes 27 seconds West, and a chord distance of 222.14 feet, to a set pk nail; thence leaving said right of way line, proceed North 02 degrees 18 minutes 59 seconds West for a distance of 862.69 feet to a set pk nail; thence proceed 83.23 feet along the arc of a tangent curve to the left having a radius of 75.00 feet, a delta angle of 63 degrees 35 minutes 12 seconds, a chord bearing of North 34 degrees 06 minutes 29 seconds West, and a chord distance of 79.03 feet, to a set pk nail; thence proceed North 65 degrees 54 minutes 05 seconds West for a distance of 105.50 feet to a set pk nail; thence proceed North 02 degrees 13 minutes 16 seconds West for a distance of 64.95 feet back to the point of beginning. The property described herein contains a total of 3.02 acres, (131,465 square feet), and is subject to all servitudes and restrictions that may be of record.

EXHIBIT "B"

(TRACT C)

One certain lot or parcel of ground, situated in the Parish of East Baton Rouge, Louisiana, located in **Section 47, Township 7 South, Range 2 East**, Greensburg Land District, being a portion of the original John J. Kohler Estate and being designated as **TRACT C** and more particularly described on a map entitled "Map Showing the Subdivision of Tracts R-1-A, S-1-A & R2 of the Original John J. Kohler Estate Into Tracts A, B, C, D & E Located in Section 47, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Millerville Partners, LLC" dated September 21, 2004, certified on September 28, 2004, made by SJB Group Incorporated, approved by the Planning Commission of the City of Baton Rouge and Parish of East Baton Rouge on September 29, 2004, recorded on October 6, 2004, at Original 552, Bundle 11657, according to which said Tract C is described as follows:

Commencing at a found ½ inch iron pipe at the intersection of the northerly right of way line of Interstate 12 and the easterly right of way line of Millerville Road; proceed along said right of way line of Millerville Road North 03°39'15" West, a distance of 391.30 feet to a point; thence continue along said easterly right of way line North 04°28'06" West, a distance of 300.59 feet to a point; thence continue along said easterly right of way line North 01°59'32" West, a distance of 27.85 feet to a point; thence continue along said right of way line North 01°59'32" West, a distance of 211.80 feet; thence, leaving said right of way line, proceed South 79°50'11" East, a distance of 758.78 feet to a set PK Nail; said point being the **POINT OF BEGINNING**.

Thence proceed South 79°50'11" East, a distance of 740.95 feet to a found ½ inch iron pipe; thence proceed South 06°13'31" East, a distance of 849.53 feet to a found ½ inch iron pipe on the northerly right of way line of Interstate 12; thence proceed along said right of way line South 73°48'00" West, a distance of 83.04 feet to a set PK Nail; thence, leaving said right of way line, proceed North 61°55'07" West, a distance of 441.96 feet to a set PK Nail; thence proceed 46.81 feet along the arc of a tangent curve to the right having a radius of 45.00 feet, a delta angle of 59°36'08", a chord bearing of North 32°07'03" West, and a chord distance of 44.73 feet, to a set PK Nail; thence proceed North 02°18'59" West, a distance of 533.79 feet to a set PK Nail; thence proceed 149.82 feet along the arc of a tangent curve to the left having a radius of 135.00 feet, a delta angle of 63°35'06", a chord bearing of North 34°06'32" West, and a chord distance of 142.25 feet, to a set PK Nail; thence proceed North 65°54'05" West, a distance of 248.28 feet back to the **POINT OF BEGINNING**.

EXHIBIT "C"

(THE PLAN)

ATTACHED

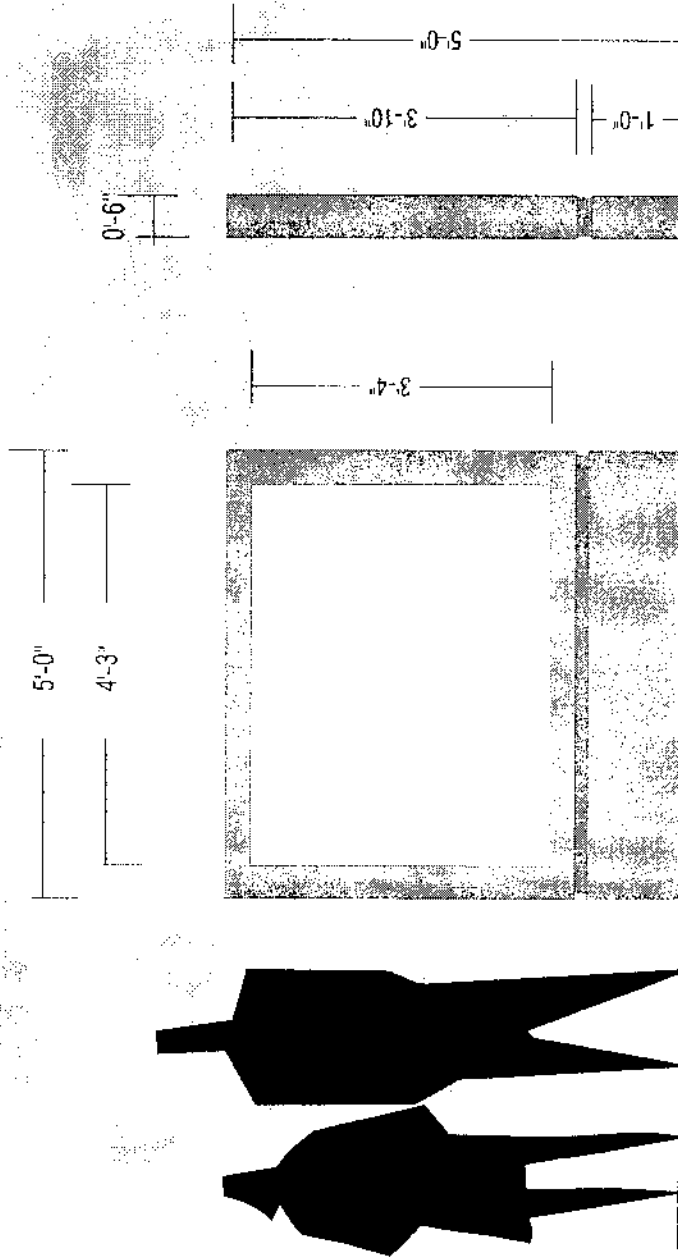
EXHIBIT D
(SIGN CRITERIA)
ATTACHED

**MILLERVILLE ROAD
SIGN SPECIFICATIONS**

CONSTRUCTION:
CABINET IS CONVENTIONALLY
CONSTRUCTED OF ANGLE IRON
FRAME WITH ALUMINUM
CLADDING AND 4" RADIUS
POLE COVER ON ENDS.

SIGN FACE:
DECORATED ON FIRST SURFACE
WITH 3M SCOTCHCAL FILM.
SIGN FACE BACKGROUND: WHITE

ILLUMINATION:
INTERNAL WITH HIGH OUTPUT
FLUORESCENT LAMPS



SIDE VIEW

JOB NAME: STIRLING PROPERTIES
ADDRESS: MILLERVILLE ROAD
BATON ROUGE, LA

APPROVED BY: _____

This drawing was created to assist you in visualizing our proposal. The original idea herein is the property of Industrial Signs. Permission to copy, distribute, or revise this drawing can only be obtained through written agreement with Industrial Signs.

DESIGN NO: 12-0001-R SCALE: 1/2" = 1'
SALES PERSON: LISEITE WELDON
DESIGNER: L. WELDON DATE: 6-7-06



4928 Mehurin Street
Jefferson, LA 70121
504-736-0600