

JD 8858

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This instrument prepared by:
Kenneth P. Ezell, Jr., Esq.
Baker, Donelson, Bearman & Caldwell
A Professional Corporation
1700 Nashville City Center
511 Union Street
Nashville, Tennessee 37219

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made as of the 31st day of December, 1997, between **Schering-Plough Healthcare Products, Inc.**, a Delaware corporation ("Schering-Plough"), **The Industrial Development Board of the City of Memphis and County of Shelby, Tennessee**, a Tennessee public not-for-profit corporation (the "Board"), and **Witco Corporation**, a Delaware corporation ("Witco"), based on the following facts:

RECITALS:

A. Schering-Plough is the owner of the Building 2 Property (as such term is defined herein) which is located in the City of Memphis, County of Shelby, State of Tennessee and upon which the Jackson Avenue Easement and the Pope Street Easement (as such terms are defined herein) are situated.

B. The Board is the owner of certain real property located in the City of Memphis, County of Shelby, State of Tennessee (the "Board Property"), described in the Special Warranty Deed dated December 30, 1997, recorded at Instrument Number HB 6407, Register's Office for Shelby County, Tennessee (the "Board Deed"). Witco is the owner of a leasehold estate in the Board Property pursuant to a Real Property Lease Agreement dated December 30, 1997, which is recorded at Instrument Number HB 6408, Register's Office for said County.

C. In conveying the Board Property to the Board pursuant to the Board Deed, Schering-Plough granted to the Board certain easements for access to and from the Board Property and reserved certain rights over and across a twenty-foot strip of the Board Property.

D. Schering-Plough, Witco and the Board desire to enter into this Agreement for the purpose of (i) restating the rights and obligations of each party as to the use and maintenance of the easements created in the Board Deed and (ii) creating certain additional easements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of and benefits to the parties hereto, the receipt and sufficiency of which are hereby acknowledged,

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Schering-Plough, the Board and Witco agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms shall have the meanings indicated.

1.1 "Board/Witco Permittees" shall mean the officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, lessees, tenants, subtenants, and concessionaires of the Board and/or Witco, their successors and assigns, and their tenants, and any other Persons authorized hereunder or otherwise by the Board and/or Witco, their successors and assigns, to be on the Board Property.

1.2 "Building 2 Easement" shall be as defined in Section 2.1(d).

1.3 "Building 2 Easement Area" shall mean the property described as such in Exhibit "A".

1.4 "Building 2 Property" shall mean the property described as such in Exhibit A.

1.5 "Easements" shall mean the Jackson Avenue Easement, the Pope Street Easement, the Parking Lot Easement and the Building 2 Easement, collectively.

1.6 "Jackson Avenue Easement" shall be as defined in Section 2.1(a).

1.7 "Jackson Avenue Easement Area" shall mean the property described as such in Exhibit "A".

1.8 "Parking Lot Easement" shall be as defined in Section 2.1(c).

1.9 "Parking Lot Easement Area" shall mean the property described as such in Exhibit "A" and depicted on Exhibit "B".

1.10 "Person" or "Persons" shall mean individuals, partnerships, associations, trusts, corporations and any other form of business entity, or one or more of them, as the context may require.

1.11 "Pope Street Easement" shall be as defined in Section 2.1(b).

1.12 "Pope Street Easement Area" shall mean the property described as such in Exhibit "A".

1.13 "Schering-Plough Permittees" shall mean the officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, lessees, tenants, subtenants, and concessionaires of Schering-Plough, its successors and assigns, and their tenants, and any other Persons authorized hereunder or otherwise by Schering-Plough, its successors and assigns, to be on the Building 2 Property.

1.14 "Witco Property" shall mean any real property in Shelby County, Tennessee owned by Witco (as of the date of this Agreement) and located near or contiguous to the Easements.

ARTICLE 2: EASEMENT RIGHTS

2.1 Grant of Easements.

(a) Jackson Avenue Access Easement. Schering-Plough hereby grants to the Board and Witco, and their successors and assigns, a perpetual, non-exclusive access easement on, over and across the Jackson Avenue Easement Area for the purpose of providing the Board and Witco, and their successors and assigns, and the Board/Witco Permittees with pedestrian and vehicular ingress to, egress from, and access between the Board Property, the Witco Property and Jackson Avenue. TO HAVE AND TO HOLD the above described easement and rights unto the Board and Witco and their successors and assigns, and Schering-Plough hereby binds itself and its successors and assigns to warrant and defend, all and singular, such easements unto the Board and Witco, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Schering-Plough.

(b) Pope Street Access Easement. Schering-Plough hereby grants to the Board and Witco, and their successors and assigns, a perpetual, non-exclusive access easement on, over and across the Pope Street Easement Area for the purpose of providing the Board and Witco, and their successors and assigns, and the Board/Witco Permittees with pedestrian and vehicular ingress to, egress from, and access between the Board Property, the Witco Property and Pope Street. TO HAVE AND TO HOLD the above described easement and rights unto the Board and Witco and their successors and assigns, and Schering-Plough hereby binds itself and its successors and assigns to warrant and defend, all and singular, such easements unto the Board and Witco, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Schering-Plough.

(c) Parking Lot Easement. Schering-Plough hereby grants to the Board and Witco, and their successors and assigns, and the Board and Witco hereby grant to Schering-Plough, and its successors and assigns, a perpetual, non-exclusive access easement on, over and across the Parking Lot Easement Area for the purpose of providing the Board, Witco and the Board/Witco Permittees and Schering-Plough and the Schering-Plough Permittees with sufficient area to permit motor vehicles (including specifically, tractor-trailer rigs) to maneuver and park at loading docks situated upon the Board Property and the Building 2 Property. Nothing herein shall permit any party

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to park motor vehicles on the property of the other. TO HAVE AND TO HOLD the above-described easement (to the extent that such easement is over the Building 2 Property) and rights unto the Board and Witco and their successors and assigns, and Schering-Plough hereby binds itself and its successors and assigns to warrant and defend, all and singular, such easements unto the Board and Witco, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Schering-Plough. TO HAVE AND TO HOLD the above described easement (to the extent that such easement is over the Board Property) and rights unto Schering-Plough and its successors and assigns, and the Board and Witco hereby bind themselves and their successors and assigns to warrant and defend, all and singular, such easements unto Schering-Plough, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Board and/or Witco.

(d) Building 2 Easement. The Board and Witco hereby grant to Schering-Plough, and its successors and assigns, for the benefit of the Building 2 Property, a perpetual, exclusive easement on, over and across the Building 2 Easement Area for the purpose of vehicular and pedestrian traffic and parking. TO HAVE AND TO HOLD the above described easement and rights unto Schering-Plough and its successors and assigns, and the Board and Witco hereby binds themselves and their successors and assigns to warrant and defend, all and singular, such easements unto Schering-Plough, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Board and/or Witco. The Board and Witco specifically agree that Schering-Plough may erect a fence enclosing the Building 2 Easement Area and may pave and otherwise use the Building 2 Easement Area in such manner as it sees fit.

ARTICLE 3: MAINTENANCE

3.1 Maintenance and Repair of Jackson Avenue Easement Area and Pope Street Easement Area. Schering-Plough shall maintain, repair and replace the asphalt driveway surfaces and adjacent unpaved surfaces on the Jackson Avenue Easement Area and the Pope Street Easement Area to substantially the same condition as exists on the date hereof, including, but not limited to, snow and ice removal, pothole repair, trash removal and resurfacing. The Easement Areas shall be maintained in a clean, safe, sightly, good and functional condition. Witco shall reimburse Schering-Plough for one-half (1/2) of the reasonable, actual costs incurred by Schering-Plough in maintaining, repairing and replacing such surfaces. Said reimbursement shall be paid by Witco within thirty (30) days after written demand therefor from Schering-Plough, which demand shall be accompanied by documents disclosing the type and nature of the work for which reimbursement is sought and proof of payment thereof. Notwithstanding any other provisions hereof, if either Schering-Plough or Witco or the respective officers, employees, contractors, subcontractors, agents, representatives, invitees, guests, tenants or licensees of either of them damage any portion of the Jackson Avenue Easement Area or the Pope Street Easement Area (excluding normal wear and tear), the party responsible for such damage (either directly or through any such officer, employee or other related

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party) shall pay the costs and expenses for the repair or replacement of such damaged portion. Witco and Schering-Plough shall each cease to be liable for their respective obligations contained herein which arise or accrue from and after the date such party transfers title to its respective parcel and such obligations shall be binding upon any successor or successor in title.

3.2 Maintenance and Repair of Building 2 Easement. Schering-Plough shall maintain and repair all improvements (including asphalt and concrete surfaces) within the Building 2 Easement Area at its sole expense.

3.3 Maintenance and Repair of Parking Lot Easement. Schering-Plough and Witco shall each maintain that portion of the Parking Lot Easement which is situated upon such party's property, at its sole expense.

3.4 Use of Easements. It is understood that the Easements shall be used by trucks and other heavy vehicles and will be maintained and/or improved in a manner to permit such use. If any party fails to discharge its obligations under this Article 3, then the other party or parties may undertake such obligation and be reimbursed in the manner set forth in Section 3.1.

3.5 Unimpeded Access. No fence, building, structure, or barrier shall be erected on the Jackson Avenue Easement Area or the Pope Street Easement Area nor shall anything be done which would interfere with or restrict the use and enjoyment of such Easements. However, nothing herein shall be deemed to prohibit Schering-Plough from temporarily barricading either the Jackson Avenue Easement Area or the Pope Street Easement Area for the minimum period of time required to prevent a dedication of such area for public use or the operation of prescriptive rights therein.

3.6 Insurance and Indemnity.

(a) Schering-Plough and Witco shall each keep, or cause to be kept, in full force and effect one or more public liability insurance policies covering the Easements providing combined single limit coverage of not less than \$5,000,000 for injury to or death of one or more persons and not less than \$1,000,000 for damage to property.

(b) To the extent that insurance does not cover and reimburse against the following claims, each party (the "Indemnitor") covenants and agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against all claims, costs, expenses and liability, including reasonable attorney's fees and costs of suit incurred in connection with all claims arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any Person, or the property of any Person which shall occur as a result of the negligent act or omission or willful misconduct of the Indemnitor as finally determined by a court of competent jurisdiction.

3.7 Entry for Purpose of Maintenance. Each party hereto grants to the other party, their successors, successors in title and assigns, at any time and from time to time hereafter, the right to

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enter upon the other parties' property for the purpose of maintaining, repairing and/or replacing all or any portion of the Easements. Prior to exercising the foregoing right, the party asserting the right to exercise the same shall give to the owner of the other property prior written notice of the reasons and time for entry.

ARTICLE 4: MISCELLANEOUS

4.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without regard to conflicts of law principles.

4.2 Covenants Running With the Land. The covenants, easements, rights, privileges, agreements, promises and duties of each of the parties to this Agreement, as set forth herein, shall run with the land and shall inure to the benefit of and be binding on their successors, assigns, subtenants and mortgagees as covenants running with the land.

4.3 Severability. To the extent that any provision or portion of any provision of this Agreement shall be invalid or unenforceable in any circumstance, the balance of this Agreement shall be enforceable nonetheless, and the entirety of this Agreement shall be enforceable in all other circumstances.

4.4 Counterparts. This Agreement may be signed in counterparts, each which shall be deemed an original, and when taken together shall constitute one instrument.

4.5 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Building 2 Property or the Board Property to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the parties hereto.

4.6 Right and Obligations of Schering-Plough. The rights and obligations of Schering-Plough pursuant to this Agreement are reserved to and imposed upon Schering-Plough in its capacity as owner of the Building 2 Property. Upon the sale or transfer of the Building 2 Property, Schering-Plough's successor in title to the Building 2 Property shall succeed to the rights and obligations of Schering-Plough hereunder and Schering-Plough shall have no further rights or obligations pursuant to this Agreement. Notwithstanding the foregoing, upon the sale or transfer of the Building 2 Property, Schering-Plough shall have the right to reserve to itself a non-exclusive easement for ingress and egress over the Jackson Avenue Easement Area and the Pope Street Easement Area for access to other properties of Schering-Plough. Schering-Plough's use of such Easements shall be consistent with the uses permitted in this Agreement.

4.7 Joinder of Witco. Witco joins in the execution and delivery of this Agreement for the purpose of directing and authorizing the Board to execute this Agreement and for the purpose

of subordinating its right, title, and interest in the Board Property to the easements and obligations granted herein.

4.8 Release of Board. Notwithstanding any provisions of this Agreement to the contrary, it is acknowledged by the parties hereto that the Board has executed this Agreement at the request of and as an accommodation to Schering-Plough and Witco and that Witco is and shall be deemed to be beneficial owner of the Board Property. Witco acknowledges that the Board and its officers and members shall have no personal liability of any kind whatsoever under this Agreement and the Board and its officers and members are hereby exculpated from any and all liability of any sort under this Agreement to the contrary.

4.9 No Recourse to Board. No recourse of any kind or nature under or upon any obligation, covenant, or agreement contained in this Agreement, or any other instrument evidencing or securing the indebtedness or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances shall be had against any incorporator, member, director, officer or counsel, as such, past, present, or future, of the Board, either directly or through the Board, or otherwise, for the payment for or to any sum that may be due and unpaid to Board. Any and all personal liability of every nature, whether at common law or in equity, or by statute, constitution, or otherwise, of the Board or any such incorporator, member, director, officer, or counsel of the Board, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment or performance of this Agreement, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement by Board.

Witco and Schering-Plough do hereby indemnify the Board and each incorporator, member, director, officer or counsel of the Board, as such, past, present, or future (the "Indemnified Parties") against and save all Indemnified Parties harmless from any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of actions, suits, costs and expenses incidental thereto (including costs of defense and settlement and reasonable attorney fees) which the Indemnified Parties may suffer, incur or be responsible for or pay out as a result of the Board's execution of this document. This indemnification shall be in addition to and not in derogation of any other indemnifications contained in this Agreement or any other agreement between the Board and Witco or any other party.

4.10 Certain Provisions of Board Deed Superseded and Nullified. This Agreement shall supersede the provisions of the Board Deed relating to the Jackson Avenue Easement and the Pope Street Easement contained in Exhibit C of the Board Deed. Additionally, the following provision of the Board Deed is hereby declared null and void and of no further effect:

By acceptance of this Special Warranty Deed, Grantee covenants and agrees not to construct a building or other similar permanent structure over that portion of Parcel A which is 20' wide and lying immediately west of and along that call on Parcel A being S 00° 27' 31" W and 258.54 feet such that this restriction shall apply to a strip

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20' wide and 258.54' long the eastern boundary of which is the same as the property line of Parcel A described as being S 00° 27' 31" W and 258.54 feet. Notwithstanding the foregoing restriction, Grantee, its lessees, successors or assigns may place a fence along or near the aforescribed property line, same being the eastern boundary of the 20' strip and may pave and otherwise use the 20' strip in such manner as Grantee deems fit. This restriction shall run with the land and shall be binding upon the successors and assigns of Grantor and Grantee.

4.11 Costs and Attorneys' Fees. In the event of any action brought to enforce any obligation under this Agreement, the prevailing party shall, in addition to such other relief as the court may grant,, be entitled to reasonable attorneys' fees and costs and expenses of investigation, including, without limitation, all of the same incurred in appellate proceedings.

4.12 Binding Effect. The terms, conditions, privileges, obligations, and provisions of this Agreement shall be binding upon the successors, assigns, and successors in title to the parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Schering-Plough has executed this Reciprocal Easement Agreement as of the date first set forth above.

SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.

By: *Robert J. Trainor*
Title: *Vice President*

STATE OF *New Jersey*
COUNTY OF *Union*

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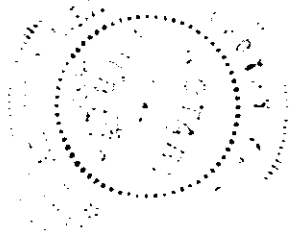
Before me, the undersigned, a Notary Public of said County and State, personally appeared *Robert J. Trainor*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be *Vice President* (or other officer authorized to execute the instrument) of Schering-Plough Healthcare Products, Inc., the within named bargainer, a corporation, and that he as such *Vice President* executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as *Vice President*.

Witness my hand and seal, at office, this *24* day of February, 1999.

Dorothy M. Evans
Notary Public

My Commission Expires:
October 14, 2003

DOROTHY M. EVANS
Notary Public, State of New Jersey
My Commission Expires October 14, 2003



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IN WITNESS WHEREOF, the Board has executed this Reciprocal Easement Agreement as of the date first set forth above.

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MEMPHIS AND THE
COUNTY OF SHELBY, TENNESSEE**

By: *Frank C. Rybicki*

Title: *Chairman*

STATE OF *Tennessee*
COUNTY OF *Shelby*

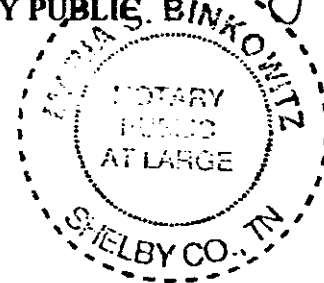
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Before me, the undersigned Notary Public in the County and State aforesaid, personally appeared *FRANK C. RYBICKI* with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself/herself to be the *Chairman* of The Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee, the within named declarant, a public, nonprofit corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office this *15th* day of February, 1999.

Anna Binkowitz
NOTARY PUBLIC, BINKOWITZ

My Commission Expires:
My Commission Expires 5/1/99



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IN WITNESS WHEREOF, Witco has executed this Reciprocal Easement Agreement as of the date first set forth above.

WITCO CORPORATION

By: AMN

Title: Group Vice President

STATE OF Connecticut §
COUNTY OF Fairfield §

Before me, the undersigned, a Notary Public of said County and State, personally appeared ERIC R. HILD, with whom I am personally acquainted (~~or proved to me on the basis of satisfactory evidence~~), and who, upon oath, acknowledged himself/herself to be Group Vice President (or other officer authorized to execute the instrument) of Witco Corporation, a Delaware corporation, the within named bargainor, and that he/she as such Group Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the trust by himself/herself as Group Vice President.

Witness my hand and seal, at office this 9th day of February, 1999.

Sandy L. Spring
Notary Public

My Commission Expires:
BANDY L. SPRING
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2003

EXHIBIT "A"**JACKSON AVENUE EASEMENT AREA**

A certain parcel of land in the City of Memphis, County of Shelby, State of Tennessee, being part of the Plough, Inc. property as recorded in Deed Book 4787, Page 64 and Deed Book 5281, Page 134 in the Register's Office for Shelby County, Tennessee and being more particularly described as follows:

Beginning at a point in the north line of Jackson Avenue (100-foot R/W), said point being 2,062.13 feet east of the east line of Warford Street, (80-foot R/W), as measured along said north line; thence N 36° 53'45" W a distance of 260.14 feet to a point; thence N 00° 24'39" W a distance of 325.47 feet to a point; thence N 00° 16'35" W a distance of 669.09 feet to a point in the north line of this parcel; thence N 89° 47'06" E, and with said north line, a distance of 75.72 feet to the northeast corner of the parcel; thence S 00° 16'36" E, and with the east line of the property, a distance of 669.06 feet to a point; thence S 00° 24'39" E, and with the east line of the property, a distance of 300.29 feet to a point; thence S 36° 53'45" E, and with the east line of the property, a distance of 235.18 feet to a point in the north line of Jackson Avenue; thence along a non-tangent curve to the right having a radius of 2,815.00 feet an arc distance of 75.72 feet (chord = S 53° 06'15" W - 75.72 feet) to the POINT OF BEGINNING and containing 2.190 acres.

POPE STREET EASEMENT AREA

A certain parcel of land in the City of Memphis, County of Shelby, State of Tennessee, being part of the Plough, Inc. property as recorded in Deed Book 4787, Page 64 in the Register's Office for Shelby County, Tennessee and being more particularly described as follows:

Beginning at the intersection of the south line of Bell Avenue (50-foot R/W) and the east line of Pope Street (R/W varies); thence N 00° 06'50" W, and with said east line, a distance of 39.11 feet to a point; thence N 89° 46'42" E a distance of 119.39 feet to a point; thence S 89° 48'26" E a distance of 61.25 feet to a point; thence S 00° 06'50" E a distance of 39.11 feet to a point; thence N 89° 48'26" W a distance of 61.25 feet to a point; thence S 89° 46'42" W a distance of 119.39 feet to the POINT OF BEGINNING and containing 7,065 square feet.

PARKING LOT EASEMENT AREA

Being a portion of "Parcel A" of the Building 2 Property and a portion of the Board Property, described as follows:

Commencing at the intersection of the south line of Bell Avenue (50-foot R/W) and the east line of Pope Street (R/W varies), thence N 89°46'42" E a distance of 119.39 feet to a point; thence S 89°48'26" E a distance of 61.25 feet to the true POINT OF BEGINNING; thence N 00°06'50" W a distance of 39.11 feet to a point; thence N 45°05'52" E a distance of 36.11 feet to a point; thence N 00°14'45" W a distance of 144.24 feet to a point; thence N 07°06'03" E a distance of 85.68 feet to a point; thence N 72°18'13" E a distance of 133.59 feet to a point; thence S 39°46'18" W a distance of 35.00 feet to a point; thence S 00°17'02" W a distance of 68.25 feet to a point; thence S 89° 45'15" W a distance of 68.88 feet to a point; thence S 34°19'21" W a distance of 37.68 feet to a point; thence S 00°14'45" E a distance of 208.08 feet to a point; thence N 89°48'26" W a distance of 50.77 feet to the POINT OF BEGINNING and containing 15,480 square feet.

The Parking Lot Easement Area is depicted in Exhibit "B", attached hereto.

BUILDING 2 EASEMENT AREA

Being a portion of "Parcel A" of the Board Property (as described in the Board Deed) described as follows:

Beginning at a point in southerly margin of a private road known as "Humko Road", said point being the northeasterly corner of said Parcel A of the Board Property and the northwesterly corner of the Building 2 Property; thence with the southerly margin of Humko Road S 89° 47' 06" W a distance of 20.00 feet to a point; thence leaving the southerly margin of Humko Road S 00° 09' 04" E a distance of 282.85 feet to a point in the common boundary of the Board Property and the Building 2 Property; thence with the common boundary of the Board Property and the Building 2 Property N 39° 17' 50" E a distance of 31.48 feet to a point in the easternmost boundary of said Parcel A of the Board Property; thence N 00° 09' 04" E a distance of 258.54 feet to the point of beginning.

BUILDING 2 PROPERTY

A PORTION OF THE SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC. property, as described in Instruments 4787-64, 5281-134, F3 3000 and T6-2647 in the Shelby County Register's Office and more particularly described by metes and bounds as follows:

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Beginning at an iron rod (found) in the north line of Jackson Avenue (100-foot R/W), said point being 2,062.13 feet east of the tangent intersection with the east line of Warford Street (80-foot R/W), as measured along said north line; thence N 36°53'45" W, and with the east line of the Marine Corps Reserve property, a distance of 260.14 feet to a point; thence N 00°24'39" W a distance of 325.47 feet to an iron rod (found), the northeast corner of the Marine Corps Reserve property; thence S 89°45'46" W a distance of 421.79 feet to a point; thence N 00°06'50" W a distance of 81.28 feet to a point; thence N 89°48'26" W a distance of 61.25 feet to a point; thence S 89°46'42" W a distance of 119.39 feet to a point in the east line of Pope Street (R/W varies); thence N 00°06'50" W, and with said east line, a distance of 39.11 feet to a point; thence N 89°46'42" E a distance of 119.39 feet to a point; thence S 89°48'26" E a distance of 61.25 feet to a point; thence N 41°18'58" E a distance of 7.50 feet to a point; thence N 00°00'57" W a distance of 174.33 feet to a point; thence N 29°18'57" E a distance of 25.41 feet to a point; thence N 57°20'25" E a distance of 172.79 feet to a point; thence N 89°38'48" E a distance of 31.30 feet to a point; thence N 39°17'50" E a distance of 33.05 feet to a point; thence N 00°09'04" W a distance of 258.54 feet to a point; thence N 89°47'06" E a distance of 280.01 feet to a point; thence S 00°16'36" E a distance of 669.06 feet to a point; thence S 00°24'39" E a distance of 300.29 feet to a point; thence S 36°53'45" E a distance of 235.18 feet to a point in the north line of Jackson Avenue; thence along a non-tangent curve concave thru the north having a radius of 2,815.00 feet, and with said north line, an arc distance of 75.72 feet (chord = S 53°06'15" W - 75.72 feet) to the POINT OF BEGINNING and containing 7.486 acres.

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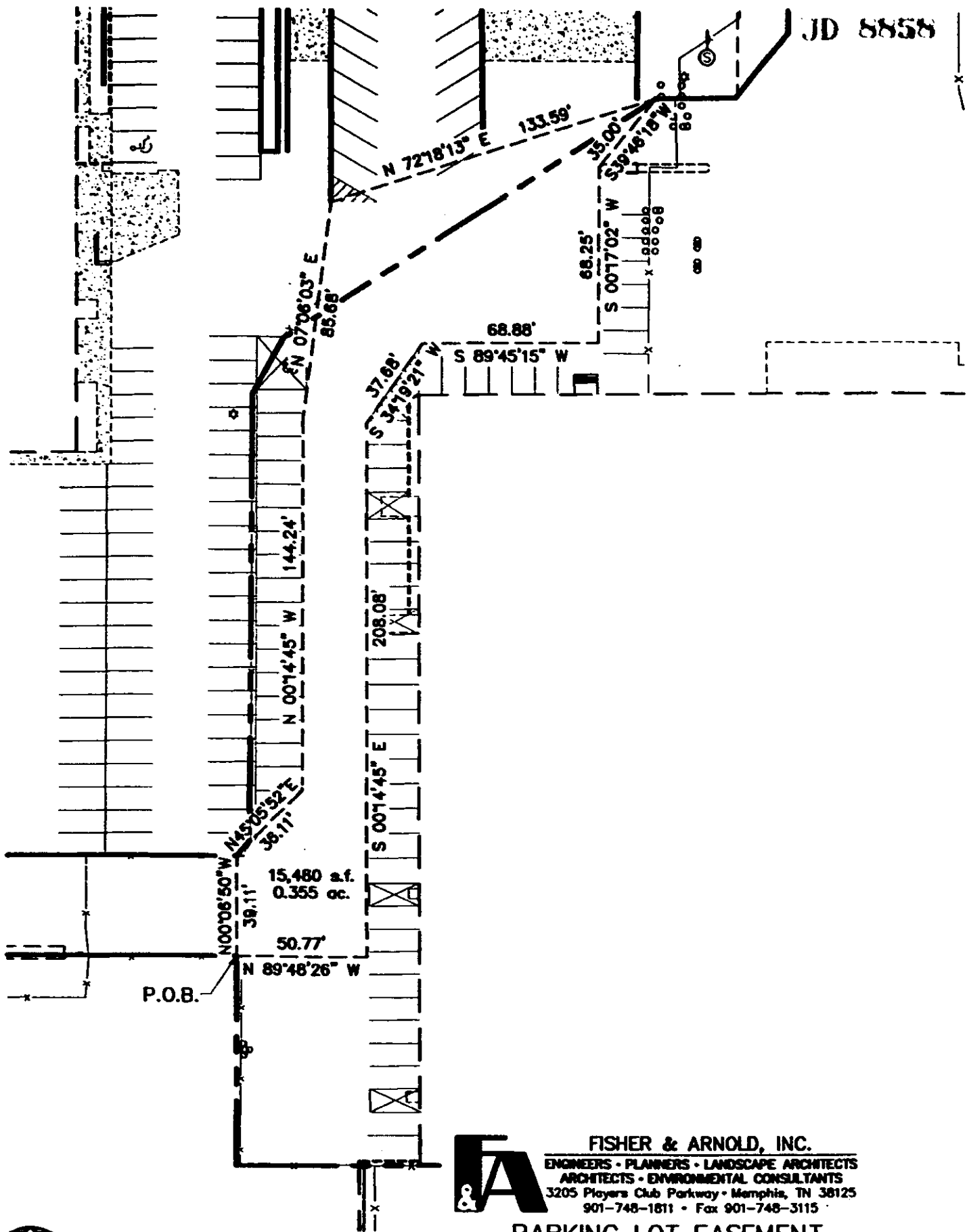
EXHIBIT "B"

Site Plan and Description of Parking Lot Easement

N KPE 232786.4
787997-002 02/02/99

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FISHER & ARNOLD, INC.
 ENGINEERS - PLANNERS - LANDSCAPE ARCHITECTS
 ARCHITECTS - ENVIRONMENTAL CONSULTANTS
 3205 Players Club Parkway • Memphis, TN 38125
 901-748-1811 • Fax 901-748-3115

PARKING LOT EASEMENT
SCHERING-PLOUGH HEALTH CARE PRODUCTS, INC.
MEMPHIS, SHELBY COUNTY, TENNESSEE

DATE: 1/20/00

SCALE: 1" = 50'

JD 8858

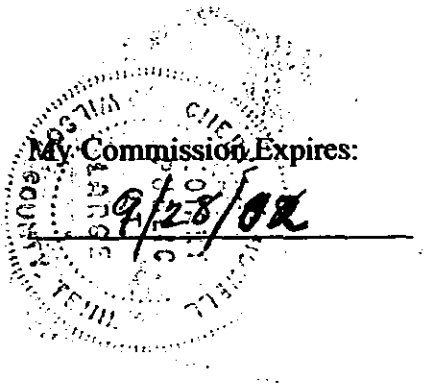
STATE OF TENNESSEE §
COUNTY OF SHELBY §

The actual consideration or value, whichever is greater, for this instrument is None.

Kenneth E. Goff
AFFIANT

Subscribed and sworn to before me, this 17th day of February, 1999.

Cheryl N. Howell
NOTARY PUBLIC



JD 8858	
D/C	DR # 2
Res.	680
ST	
STATE TAX	
REGISTRATION FEE	680
D.P. FEE	20
MT [] W/ FEE	
TOTAL	70
SHELBY COUNTY REGISTER OF DEEDS	

JD8858

SHELBY COUNTY REGISTER OF DEEDS
99 MAR -1 PM 12:50

N KPE 232786.4
787997-002 02/02/99