

BOOK

71 PAGE

1 BC

STATE MS. - DESOTO CO.
FILED

MAR 8 11 59 AM '96

BK 71 PG 1
W.E. DAVIS CH. CLK.

THIS INSTRUMENT PREPARED BY:
Michael L. Wornack
Williams, McDaniel & Wolfe, P.C.
5521 Murray Avenue
Memphis, Tennessee 38119
(901) 767-8200

**ASSIGNMENT OF LEASES AND RENTS BETWEEN
VULCAN PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,
AND FIRST AMERICAN NATIONAL BANK, MEMPHIS, TENNESSEE**

This Assignment of Leases and Rents is made and executed on the date and in the place hereinafter stated, by and between **Vulcan Properties, LLC**, a Mississippi limited liability company, whose principal office is located at 8530 Sandidge Road, Olive Branch, DeSoto County, Mississippi 38654 (hereinafter referred to as "Borrower") represented herein by its duly authorized officer and **First American National Bank, Memphis, Tennessee**, a national banking corporation with offices located at 6000 Poplar Avenue, Suite 300, Memphis, Tennessee 38119 (hereinafter referred to as "Lender").

WHEREAS, Borrower is the owner of certain property located at 8530 Sandidge Road, Olive Branch, DeSoto County, Mississippi 38654, and hereinafter described and defined as the "Realty"; and

WHEREAS, the Lender has advanced certain sums to Borrower in accordance with the Loan Documents described and defined herein; and

WHEREAS, Lender requires, as further security for the sums advanced under the Loan Documents, that the Borrower assign those leases and rents affecting the Realty and Borrower has agreed to comply with this requirement.

NOW, THEREFORE, in consideration of the covenants, promises, warranties and further consideration hereinafter expressed, the parties do hereby agree to this Assignment of Leases and Rents by Borrower to Lender upon the following terms and conditions:

1. **Definition of Terms.**

As used herein, the following terms shall have the following meanings:

1.1 **Improvements:** All buildings, structure and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures of every kind and nature whatsoever now or hereafter owned by Borrower and used or procured for use in connection with the Realty.

1.2 **Indenture:** A certain Deed of Trust and a Security Agreement encumbering the Property and certain Improvements, of even date herewith and all modifications or amendments thereto or extensions thereof.

1.3 **Land:** The Land described in Exhibit "A" attached hereto, together with all estate, title, interest, title reversion rights, rents, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, privileges, water rights, water courses, alleys, streets, passage ways, adjoining strips of ground, licenses, tenements, franchises, rights, appurtenances and easements, now or hereafter owned by Borrower and existing, belonging or appertaining to the Land, all claims or demands whatsoever of Borrower therein or thereto, either at law or in equity, in possession or in expectancy and all estate, right, title and interest of Borrower in and to all streets, roads and public places, opened or proposed, now or hereafter used in connection with, existing, belonging or appertaining to, the Land.

1.4 **Lease Assignment:** This Assignment of Leases and Rents and all modifications or amendments thereto and extensions thereof.

1.5 **Leases:** All leases, license agreements and other occupancy or use agreements including, without limitation, Permitted Leases, now or hereafter existing, which cover or relate to all or any portion of the Property, including, without limitation, those included as Exhibit "B" hereto, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all Rents.

1.6 **Loan Documents:** The Indenture and the Note secured thereby, this Lease Assignment and any and all other documents or instruments related to the Secured Debt now or hereafter given by or on behalf of Borrower to Lender.

1.7 **Property:** The Realty or any portion thereof or interest therein.

1.8 **Realty:** The Land and Improvements or any portion thereof or interest therein, as the context requires.

1.9 **Rents:** All rents, royalties, issues, profits, revenues, income and other benefits of the Property arising at any time (including, without limitations, after the filing of any petition under any present or future Federal or State bankruptcy or similar law) from the use or enjoyment thereof or from the Leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, and deposits.

1.10 **Secured Debt:** To the extent not prohibited by law, all principal, interest, late charges and other sums, charges, prepayment and other premiums, prepayment and other indemnification amounts or other amounts due or to become due under the Loan Documents, together with any other sums expended or advanced by Lender under the Loan Documents or otherwise with respect to the care, maintenance or preservation of the Property or the enforcement of the Loan Documents.

2. **Lease Assignment.**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby irrevocably and absolutely grants, conveys, transfers and assigns to Lender all of Borrower's estate, right, title and interest in, to and under, and grants a first and prior security interest in, the Leases, whether now owned or held or hereafter acquired or owned by Borrower. FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS OF BORROWER TO LENDER, in such order of priority as Lender may elect:

- (a) payment of the Secured Debt;
- (b) payment of such additional sums with interest thereon which may hereafter be loaned to Borrower by Lender under the Loan Documents;
- (c) due, prompt and complete observance, performance, fulfillment and discharge of each and every obligation, covenant, warranty, agreement and representation contained in the Loan Documents.

This Lease Assignment is also intended to be a security agreement under the Uniform Commercial Code stated in the laws of the State of Tennessee. Time is of the essence.

3. **Representations and Warranties.**

Borrower hereby represents and warrants to Lender as follows:

3.1 **Ownership of Leases.** Borrower is the sole owner of the entire landlord's interest in all of the presently existing Leases. Neither the Leases nor any interest therein have been assigned to any person or entity other than Lender. No Lease or option or commitment to lease affecting the Property presently exists except as set forth in Exhibit "B".

3.2 **Status of Leases.**

- (a) Each of the Leases is valid and enforceable and has not been altered, modified, amended, or extended;
- (b) There exist no uncured defaults under any of the Leases;
- (c) None of the Rents have been assigned;
- (d) None of the Rents have been collected more than 30 days in advance; and
- (e) No rental concession or period of rent-free occupancy has been given any tenant under any Lease for any period subsequent to the effective date of this Lease Agreement.

4. **Covenants.**

4.1 **Leases.** Borrower shall:

- (a) Observe and perform all the obligations imposed upon the landlord under the Leases;
- (b) Not do or permit to be done anything to impair the security of Lender under this Lease Assignment or its interest as landlord under the Leases;
- (c) Not collect any of the Rents more than 30 days in advance of the time when same become due;
- (d) Not execute, without Lender's prior written consent (i) any other assignment of the landlord's interest in the Leases;
- (e) Deliver to Lender a true and complete copy of any Lease modification or amendment thereto promptly after execution by Borrower;
- (f) Not subordinate the Leases to any mortgage or other encumbrance or permit, consent or agree to any such subordination without Lender's prior written consent;
- (g) Not alter, modify or change the terms of any of the Leases without consent of Lender;
- (h) Not give any consent or exercise any option required or permitted by the Leases without Lender's prior consent;
- (i) Not cancel or terminate any of the Leases (other than Permitted Leases) or accept a surrender thereof or convey, transfer, suffer or permit a conveyance or transfer of, the premises demised thereby or of any interest therein so as to effect directly or

indirectly, proximately or remotely, a merger of the estate and rights of, or a termination or diminution of, the obligations of tenants thereunder;

- (j) Not alter, modify or change the terms of any guarantee of any of the Leases or cancel or terminate any such guarantee without Lender's prior consent; and
- (k) Not consent to any assignment of any Lease whether or not in accordance with its terms, without Lender's prior consent, unless the tenant thereunder remains liable thereafter for all obligations under such Lease.

Any exercise by Lender of its discretion in connection with a request for its consent under this Section shall be based on its reasonable evaluation of the requested matter.

4.2 **Further Assurances:** Borrower shall:

- (a) Notify Lender in writing of any Lease affecting the property which is not set forth on Exhibit "B" when such Leases comes into existence;
- (b) At Lender's request, specifically assign and transfer to Lender any particular Lease and execute and deliver such further instruments to accomplish the purposes of this Lease Assignment as Lender shall from time to time reasonably require.

5. **Terms and Conditions.**

5.1 **Borrower's Right to Collect Rents.** So long as Borrower shall not be in default under any Lease or any of the Loan Documents, Borrower shall have a license, revocable by Lender upon the occurrence of an Event of Default, to:

- (a) Collect the Rents, but not more than 30 days prior to accrual;
- (b) Retain and use all Rents so collected; and
- (c) Exercise, except as otherwise specifically provided herein, all the rights of the landlord under each Lease.

5.2 **Release of Assignment.** Upon payment in full of the Secured Debt and performance of all its obligations secured hereby, this Lease Assignment shall become and be void and of no effect.

6. **Defaults: Remedies of Lender.**

6.1 **Events of Default.** Any of the following shall constitute an Event of Default:

- (a) Indenture. The occurrence of an "Event of Default" under the Indenture, or under any of the other Loan Documents; or
- (b) Breach of Covenant. Any breach by Borrower of any covenant, agreement, term, condition or provision of this Lease Assignment, which breach or failure continues for 30 days after written notice thereof by Lender to Borrower.

6.2 **Remedies.** Upon an Event of Default, Lender may, at any time thereafter, at its option and without notice, and without bringing any legal action or proceeding, exercise any or all of the following remedies:

- (a) **Possession of Property.** Take physical possession of the Property and of all books, records, documents and accounts relating thereto and exercise, without interference

from Borrower, any and all rights which Borrower has with respect to the Property, including, without limitation, the right, at Borrower's expense, to rent and lease the Property and to hire a professional property manager of the Property. If necessary to obtain possession as provided for above, Lender may, without liability to Borrower or other persons, invoke any and all legal remedies to dispossess Borrower, including, without limitation, one or more actions for forcible entry and detainer, trespass and restitution.

- (b) **Collection of Rents.** Either with or without taking possession of the Property, through a receiver or otherwise, in its own name or otherwise, collect the Rents (including, without limitation, those past due and unpaid);
- (c) **Payments.** Without releasing Borrower from any obligation hereunder or under the Loan Documents, cure any Event of Default. In connection therewith, Lender may enter upon the Property and do such acts and things as Lender deems necessary or desirable to protect the Property or Leases.
- (d) **Other Remedies.** Take such other actions or commence such other proceedings as Lender deems necessary or advisable to protect its interest in the Property and the Leases.

Any sums advanced by the Lender under this Paragraph 6.2 shall bear interest at the interest rate specified in the Note shall be payable by Borrower on demand and shall constitute a part of the Secured Debt.

6.3 Application of Proceeds. All sums realized by Lender under this Paragraph 6, less all costs and expenses incurred by Lender under this Paragraph 6, including, without limitation, reasonable attorney's fees and disbursements, property management fees, costs of alterations, renovations, repairs and replacements made or authorized by Lender and all expenses incident to Lender taking possession of the Property, and such sums as Lender deems appropriate as a reserve to meet future expenses of the Property, shall be applied to the Secured Debt in such order as Lender shall determine. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

6.4 General Provisions.

- (a) **Multiple Exercise of Remedies.** Lender may exercise its remedies under this Paragraph 6 several times (in case of several Events of Default) without exhausting Lender's right to such remedies for any unsatisfied part of the Secured Debt and without exhausting the power to exercise such remedy for any other part of the Secured Debt, whether matured at the time or subsequently maturing.
- (b) **Cumulative Remedies.** All of the rights, remedies and options set forth in this Paragraph 6 or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy, option or security held by Lender.
- (c) **Right to Terminate Proceedings.** Lender may, at any time before conclusion of any proceeding or other action brought in connection with its exercise of the remedies provided for in Paragraph 6, terminate, without prejudice to Lender, such proceedings or actions.
- (d) **No Waiver or Release.** Lender may resort to any remedies and the security given by the Loan Documents in whole or in part, and in such portions and in such order as may seem best to Lender in its discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits or remedies evidenced by the

Loan Documents. The failure of Lender to exercise any right, remedy or option provided for in the Loan Documents shall not be deemed to be a waiver of any of the covenants or obligations secured by all the Loan Documents. No sale of all or any part of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the whole or any part of the Secured Debt or any other indulgence given by Lender to Borrower or any other person or entity, shall operate to release or in any manner affect Lender's interest in the Property or the liability of Borrower to pay the Secured Debt.

6.5 Limitation of Lender's Liability. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease the Property after an Event of Default or from any other act or omission of the Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases. This Lease Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death of any tenant, licensee, employee or stranger.

6.6 Indemnification. Except to the extent the Lender becomes the Landlord of the Property for any present or future Tenant, if any claim against Lender is made in connection with any Lease, the Property or this Lease Assignment, Borrower shall indemnify, defend with competent counsel, and hold Lender harmless from all costs and liabilities by reason thereof, including, without limitation, reimbursement of reasonable attorney's fees and expenses incurred by Lender in connection with any such claim, whether or not litigation against Lender is actually filed or prosecuted to judgment. If Lender commences litigation against Borrower to enforce any of its rights hereunder or to recover any of the Secured Debt, Lender may employ an attorney or attorneys and, in such event, Borrower shall pay Lender in connection therewith, whether or not litigation is actually filed or prosecuted to judgment, all reasonable fees and expenses of such attorneys.

7. General Provisions.

7.1 Lender's Right to Waive, Consent or Release. Lender may at any time and from time to time, in writing:

- (a) Waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; or
- (b) Consent to Borrower doing any act which Borrower is prohibited hereunder from doing, or consent to Borrower's failing to do any act which Borrower is required hereunder to do, to the extent and in the manner specified in such writing.

No such act shall in any way impair the rights hereunder of Lender, except to the extent specifically agreed by Lender in such writing.

7.2 No Impairment. The interests and rights of Lender under this Lease Assignment shall not be impaired by any indulgence, including, without limitation:

- (a) Any renewal, extension or modification which Lender may grant with respect to any of the Secured Debt;
- (b) Any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant in respect of the Property or any interest therein; or

- (c) Any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Secured Debt.

7.3 Amendments. This Lease Assignment may not be waived, changed or discharged orally, but only by written agreement signed by Lender, and any oral waiver, change or discharge of any provision of this Lease Assignment shall be without authority and of no force and effect. Such waiver, change or discharge shall be effective only in the specific instances and for the purposes for which given and to the extent therein specified.

7.4 Notices. Any notice, request, demand or other communication required or permitted under this Lease Assignment (unless otherwise expressly provided therein) shall be given in writing by delivering the same in person to the intended addressee, by overnight courier service with guaranteed next day delivery or by certified United States Mail, postage prepaid or telegram sent to the intended addressee at the applicable Notice Address or to such different address as either Borrower or Lender shall have designated by written notice to the other sent in accordance herewith. Such notices shall be deemed given when received or, if earlier, in the case of delivery by certified United States Mail, two days after deposit therein. No notice to or demand on Borrower in any case shall of itself entitle Borrower to any other or further notice of demand in similar or other circumstances.

7.5 Successors and Assigns. The terms, provisions, covenants and conditions of this Lease Assignment shall be binding upon Borrower, and any permitted successors and assigns of Borrower, and shall inure to the benefit of Lender and its successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Lease Assignment to Borrower or Lender shall be deemed to include all such successors, substitutes and assigns. If ownership of the Property or any portion thereof becomes vested in a person other than Borrower, Lender may, without notice to the Borrower, whether or not Lender has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Lease Assignment in the same manner as with Borrower, without in any way violating or discharging Lender's remedies under or Borrower's liability under this Lease Assignment.

7.6 Severability. A determination that any provision of this Lease Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of the Lease Assignment to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provisions as it may apply to any other persons or circumstances.

7.7 Joint and Several Liability. If Borrower is composed of more than one party, the obligations, covenants, agreements, representations and warranties contained in this Lease Assignment, as well as the obligations arising thereunder, are and shall be joint and several as to each such party.

7.8 Modifications. References to any of the Loan Documents in this Lease Assignment shall be deemed to include all amendments, modifications, extensions and renewals thereof.

7.9 Governing Laws. The parties hereto agree that this Assignment of Leases and Rents shall be construed and interpreted in accordance with and governed by the laws of the State of Tennessee. The parties hereto further agree that, in the event it becomes necessary for either party to bring this Assignment of Leases and Rents before a Court for settlement of a dispute, that the Courts sitting in Shelby County, Tennessee shall be the court of proper jurisdiction venue. The parties further agree that the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees to be set at the discretion of the Court.

7.10 Captions. All paragraph and subparagraph captions are for convenience of reference only and shall not affect the construction of any provision herein.

7.11 Other Security. Lender may take or release other security for the payment of the Secured Debt and may release any part primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Secured Debt without prejudice to any of its rights under this Lease Assignment.

7.12 Direction to Tenants. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS EACH TENANT NAMED IN THE LEASES, UPON RECEIPT FROM LENDER OF A WRITTEN NOTICE TO THE EFFECT THAT AN EVENT OF DEFAULT EXISTS UNDER THIS LEASE ASSIGNMENT, TO PAY ALL RENTS ARISING OR ACCRUING UNDER SAID TENANT'S LEASE TO LENDER AND TO CONTINUE SO TO DO UNTIL OTHERWISE NOTIFIED BY LENDER.

7.13 Nonrecourse. Borrower shall be liable upon the indebtedness evidenced by the Note for all sums to accrue or to become payable thereon and for performance of any covenants contained in the Note or in any of the Loan Documents to the extent of Lender's security for the same, including, without limitation, all properties, rights, estates and interests covered by the Indenture, this Lease Assignment and other Loan Documents. Nothing herein contained shall be construed to prevent Lender from exercising and enforcing any other remedy allowed at law or in equity or by any statute or by the terms of any of the Loan Documents. Nothing herein contained shall limit or be construed to limit the personal liability and obligations of Borrower. Nothing herein contained shall limit or be construed to limit the personal liabilities and obligations of any Guarantor of the Borrower in accordance with the terms of the instruments creating such liabilities and obligations with respect to the Secured Debt.

7.14 Also appearing herein is FIRST AMERICAN NATIONAL BANK, MEMPHIS, TENNESSEE solely for the purposes of accepting this Assignment of Leases and Rents upon the terms and conditions herein stated.

IN WITNESS WHEREOF, the named Borrower and other appearer(s) herein have executed and delivered this Assignment of Leases and Rents in Memphis, Shelby County, Tennessee on this the 6th day of March, 1996.

VULCAN PROPERTIES, LLC
A Mississippi Limited Liability Company

By: [Signature]
Stephen D. Alm
Member

FIRST AMERICAN NATIONAL BANK

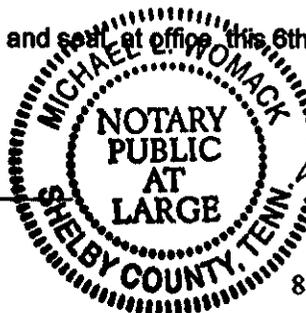
By: [Signature]
Robert L. VanDoren, Jr.
Senior Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned Notary Public in and for the state and county aforesaid, personally appeared Stephen D. Alm, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Member of Vulcan Properties, LLC, the within named bargainor, a Mississippi limited liability company, and that he as such Member executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself as Member.

WITNESS my hand and seal at office this 6th day of March, 1996.

My commission expires:
6-9-97



[Signature]
Notary Public

STATE OF TENNESSEE

COUNTY OF SHELBY

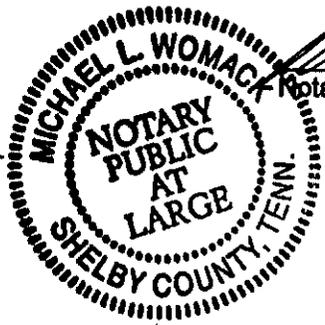
BEFORE ME, the undersigned Notary Public in and for the state and county aforesaid, personally appeared Robert L. VanDoren, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President of First American National Bank, the within named bargainor, a corporation and that he as such Senior Vice President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Senior Vice President.

WITNESS my hand and seal, at office, this 6th day of March, 1996.

My commission expires:
6-9-97



Notary Public



kjm2233.149/assign

EXHIBIT "A"

The Allied Products property in Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi, being a 10.42 acre tract, Parcel 1, as recorded in Deed Book 231, Page 432; and Parcel 2, a 1.97 acre tract, as recorded in Deed Book 182, Page 162, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel 1: 10.42 acres situated in Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as:

Beginning at a PK Nail in West Sandidge Road at the Southwest corner of the Southeast Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi;

Thence North 00 degrees 47 minutes East 958.90 feet with the West line of said quarter section to an iron pin set in right-of-way of U.S. Highway 78;

Thence South 63 degrees 47 minutes East 114.80 feet along said right-of-way to a concrete monument;

Thence South 52 degrees 28 minutes East 617.94 feet along said right-of-way to an iron pin;

Thence South 00 degrees 47 minutes West 533.76 feet to a PK Nail in West Sandidge Road;

Thence North 89 degrees 49 minutes West 598.82 feet along South line of said section to a spike in said gravel road being the point of beginning and containing 453,857.64 square feet or 10.42 acres, more or less.

Parcel 2: Tract of land known as the Allied Products Corporation Tract being located in the Southeast Quarter of the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi;

Beginning at a PK Nail (found) in the present centerline of Sandidge Road (80 ft. wide), said nail also being the accepted Southwest corner of the Southeast Quarter of Section 33, Township 1 South, Range 6 West;

Thence North 89 degrees 49 minutes 00 seconds West 177.00 feet with said centerline to a PK Nail (set);

Thence North 00 degrees 47 minutes 00 seconds East 484.00 feet to an iron stake (set);

Thence South 89 degrees 49 minutes 00 seconds East 177.00 feet to an iron stake (set) in the Westerly line of a 10.42, more or less, acre tract;

Thence South 00 degrees 47 minutes 00 seconds West 484.00 feet along the Westerly line of said 10.42, more or less, acre tract to the point of beginning containing 85,663.30 square feet or 1.97, more or less, acres of land.

Municipal Address: 8530 Sandidge Road
Olive Branch, DeSoto County, Mississippi 38654

Property Owner: Vulcan Properties, LLC
8530 Sandidge Road
Olive Branch, DeSoto County, Mississippi 38654

EXHIBIT "B"

Any and all leases of every nature or kind, whether written or oral, whether now existing or hereafter entered into, together with all modifications amendments and extensions thereto, and including, but not limited to that lease dated March 6, 1996, between Vulcan Properties, LLC, a Mississippi limited liability company, as Lessor, and Vulcan Equipment Company, Inc., a Mississippi corporation, as Lessee, for a term beginning April 1, 1996, and ending April 30, 1999, providing for a monthly rental as stated therein, all as may affect the property more particularly described on Exhibit "A" attached hereto.