

LEASE AGREEMENT

This Lease is made and entered into effective as of the 1st day of July, 1997, by and between N. Barton Tuck, Jr., a resident of Greenville County, South Carolina and Donald H. Markle, a resident of Desoto County, Mississippi (collectively referred to herein as the "Lessor") and Wedgewood Golf Course Limited Partnership, a South Carolina limited partnership, having its principal business address at c/o 880 S. Pleasantburg Dr., Bldg. 1, Greenville, SC 29607 ("Lessee").

WITNESSETH:

Lessor, in consideration of the rents, covenants and agreements contained herein, hereby leases and demises to Lessee and Lessee hereby accepts and leases that certain parcel or tract of land containing approximately 1 acre of land located in Desoto County, Mississippi, which land is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, on which is constructed a club house, including a restaurant, pro shop (including furniture, furnishings, accessories and equipment), golf cart barn, and all hereditaments and appurtenances related thereto (the "Real Property") and all personal property (the "Personal Property") currently owned by Lessor and utilized in connection with the operation of the Clubhouse (as defined in Paragraph 3 herein), including those items described on Exhibit "B" attached hereto and made a part hereof, on the terms and conditions set forth herein. (The Real Property and the Personal Property are collectively referred to herein as the "Demised Premises"). The Demised Premises are utilized in connection with the operation of Wedgewood Golf Club, Desoto County, Mississippi.

ARTICLE 1

1) Term of Lease. The term of this Lease shall be for twenty years commencing on July 1, 1997 (the "Commencement Date") and expiring June 30, 2017 (the "Lease Term").

ARTICLE 2

2) Rental. In lieu of the payment of rent by Lessee to Lessor hereunder, Lessee agrees to pay, on behalf of Lessor, the sum of \$5,500.00 to First Tennessee Bank National Association Mississippi (the "Bank") on the first day of each month commencing July 1, 1997, a portion of each \$5,500.00 monthly payment being applied to debt service with respect to the loan made by the Bank to Lessor in the principal sum of \$420,000.00 (the "Loan"), which loan is secured by a First Deed of Trust against the Clubhouse (as defined in Paragraph 3 herein), and the balance of such \$5,500.00 monthly payment to be held in a reserve account established by the Bank and to be applied toward the reduction of the principal balance of the Loan under certain conditions and circumstances as agreed to between the Bank and Lessor. Upon payment in full of the Loan, the amount of rent to be paid by Lessee to Lessor hereunder for the balance of the term of this Lease shall be negotiated in good faith between Lessee and Lessor for the purpose of establishing a commercially reasonable monthly rental payment based on

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prevailing market rental rates applicable to similar properties located in the same general geographical area of the Demised Premises.

ARTICLE 3

3) Use of the Demised Premises by Lessee. Lessor and Lessee understand that Lessee shall use the Demised Premises for the operation of a clubhouse (the "Clubhouse"), (which includes a food and beverage service and golf merchandise pro shop, and other related facilities), which Clubhouse shall be operated in conjunction with the operation of Wedgewood Golf Club. (The aforementioned business to be operated by Lessee is hereinafter referred to as the "Golf Facility"). The Demised Premises shall be available for occupancy by Lessee on or before July 1, 1997.

ARTICLE 4

4) Maintenance of Demised Premises by Lessee. Lessee agrees, at its sole cost and expense, to maintain the Demised Premises during the term of the Lease in good operating condition. Any capital improvements made to the Demised Premises and used exclusively in connection with the operation of the Golf Facility shall remain the property of the Lessor. Any additional Personal Property purchased by Lessee and used exclusively in connection with the operation of the Golf Facility shall be at the expense of the Lessee and all such property shall remain the property of the Lessee.

ARTICLE 5

5.1) Insurance. Lessee will, at its own cost and expense, at all times during the term of this Lease, keep the Demised Premises insured against loss or damage by fire, tornado, or other casualty, for which insurance can be obtained at a reasonable cost, in an amount equal to the replacement value thereof. Lessee will provide, at its own expense, public liability insurance (naming Lessor as an additional named insured) against claims arising out of ownership, operation, occupancy, or use of the Golf Facility and the Demised Premises, to protect against legal liability for accidents resulting in bodily injury or death in the minimum amount of \$1,000,000.00 with respect to any one accident and \$1,000,000.00 with respect to injuries to any one person. Lessee shall indemnify and hold harmless Lessor against, and in respect of, all liabilities, losses, claims, costs or damages (including court costs and reasonable legal fees incurred in connection with any of the foregoing) resulting from or arising out of any negligent act or omission of Lessee in the operation of the Golf Facility. Lessor shall be named as an additional insured under this casualty policy. Lessee shall provide Lessor certificates of insurance reflecting coverage provided for in this paragraph.

5.2) Damage by Fire or the Elements. In the event the Demised Premises should be damaged by fire, tornado or other casualty covered by Lessee's insurance, Lessee shall, within a reasonable time, commence to rebuild or repair the Demised Premises and shall

proceed with reasonable diligence to restore the Demised Premises to substantially the same condition as that immediately prior to the happening of the casualty; provided, however, if such casualty loss is substantial, Lessee may, at its option, elect to terminate this Lease.

ARTICLE 6

6) Compliance with Governmental Regulations. Lessee shall comply with all requirements of municipal, state or federal authorities now or that may hereinafter be of force and affecting or relating to the Demised Premises and shall observe all municipal ordinances and state and federal statutes now in force, or that hereafter may be in force.

ARTICLE 7

7) Utilities. Lessee shall pay for all utilities, of whatever kind and nature, required in connection with the ownership of the Demised Premises and the operation of the Golf Facility.

ARTICLE 8

8) Taxes. Lessee shall pay, when due, the real estate taxes, property taxes, and any special assessments that may be levied upon the Demised Premises during the term of this Lease. Taxes shall be apportioned pro rata for any portion of a tax year that Lessee is in possession of the Demised Premises.

ARTICLE 9

9) Operating Expenses. Lessee shall pay all operating expenses incurred in connection with the operation of the Golf Facility, including, but not limited to, amounts due and payable under any service contracts or equipment leases, water and sewer, electricity, gas, telephone, accounting fees, legal fees, business license fees, employees payroll and federal and state withholding related thereto, hazard and liability insurance premiums and other similar expenses.

ARTICLE 10

10) Covenants as to Breach and Remedies. Each of the following events shall be a default hereunder and a breach (a "Breach") of this Lease:

A) Failure to pay the rent as provided herein, or any part thereof, for a period of five (5) days after written notice;

B) Failure by Lessee to observe, keep or perform any of the other terms, covenants, conditions, agreements, and provisions in this Lease to be done, observed, kept and performed by the Lessee, for a period of thirty (30) days after receipt of written notice, provided that if the cure to such default could not be reasonably expected to be

completed within such thirty (30) day period then such period shall be extended for such longest period of time as is reasonably necessary to cure such default, provided that Lessee at all times diligently pursues such cure;

C) The abandonment of the Demised Premises by the Lessee, the adjudication of the Lessee as a bankrupt, the making by the Lessee of a general assignment for the benefit of creditors, the taking by the Lessee of the benefit of any insolvency act or law, the appointment of a permanent receiver or trustee in bankruptcy for the Lessee's property, or the appointment of a temporary receiver that is not vacated or set aside within sixty (60) days from the date of such appointment.

ARTICLE 11

11) Notices. All notices to be given to Lessee or Lessor shall be given in writing, and delivered either personally to an officer of Lessee or Lessor, or by depositing the same in the United States mail, certified mail return receipt requested, and addressed to Lessor at c/o Donald H. Markle, 2490 Barrett Street, South Haven, MS 38671 or to Lessee at c/o P.O. Box 2324, Greenville, SC 29602, and all rent checks shall be sent to Lessor at such address. Notices delivered personally shall be effective upon delivery. Notices delivered by mail shall be effective four (4) days after they are deposited in the United States Mail, first class and postage prepaid.

ARTICLE 12

12) Estoppel Certificate. Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after request by the other, certify as to the existence of any default on the part of any party hereunder, as to the existence of any offsets, counterclaims, or defenses thereto, and as to any other matters that may be reasonably requested.

ARTICLE 13

13) Mechanic Liens. Lessor is prohibited from making and agrees not to make, alterations to the Demised Premises except as requested by Lessee, and Lessor and Lessee agree that neither party will permit any mechanic's lien or liens to be placed upon the Demised Premises or any adjacent property that would have the effect of becoming a lien on the Demised Premises, or improvements thereon during the term of term of this Lease caused by or resulting from any work performed or materials furnished. In the case of the filing of any such lien, the party that has done or caused to be done such work giving rise to the lien will promptly pay such lien. If after written notice thereof from the party not responsible for such work to the party responsible, then such other party shall have the right and privilege, at such party's option, of paying the same or any portion thereof without injury as to the validity thereof, and attorney's fees, shall become

indebtedness hereunder due from such party and shall be repaid to the other party immediately on rendition of a bill therefore, together with interest at the per annum maximum rate permitted by law until repaid, and if not so paid within ten (10) days of the rendition of such bill shall constitute a default hereunder.

ARTICLE 14

14) Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of any subsequent breach of the same by such party.

ARTICLE 15

15) Quiet Enjoyment. Lessor warrants and covenants that (i) it is the owner in fee simple of the Demised Premises, (ii) there are not other existing leases covering all or any part of the Demised Premises, (iii) it has the right to lease the Demised Premises to Lessee upon the terms and conditions set forth herein and (iv) Lessee will peacefully and quietly have, hold, and enjoy the Demised Premises for the full term of this Lease, including extensions and renewals, without molestation or disturbance by and from Lessor so long as Lessee does not remain in default in the performance of any of Lessee's covenants or agreements hereunder beyond any applicable grace period.

ARTICLE 16

16) Condemnation. If at any time during the term of this Lease there shall be a taking of the whole of the Demised Premises by any public or quasi-public authority with the power of eminent domain (of if a part of the Demised Premises shall be so taken and Lessee determines in its reasonable discretion that the remaining part of the Demised Premises is no longer suitable for the conduct of the Lessee's business), this Lease shall immediately terminate as of the date of such taking and the rent paid by Lessee shall be apportioned and paid to such date, with any excess rent paid being refunded by lessor to Lessee.

If at any time or from time to time during the term of this Lease or any extensions or renewals hereof there shall be a partial taking of the Demised Premises by any public or quasi-public authority having the power of eminent domain, and if Lessee determines that the remaining portion of the Demised Premises is suitable for the conduct of Lessee's business, this Lease shall remain in full force and effect and the rent payable hereunder shall not be abated or reduced and shall remain at the full scheduled payment amounts. Lessee shall, however, have no obligation with respect to maintenance or insurance relating to any portion of the Demised Premises that has been taken.

Lessee shall be entitled to make claim for, receive and retain any separate condemnation award or portion of a lump sum award as may be specifically identified by the awarding authority as any separate condemnation award or portion of a lump sum award as may be specifically identified by the awarding authority as compensation for Lessee's moving or relocation expenses necessitated by any condemnation and the reduction and loss of Lessee's leasehold interest as a result of such condemnation.

Nothing herein contained shall be deemed or construed to prevent Lessor or Lessee from enforcing and prosecuting a claim or claims for the value of its respective interest in connection with any condemnation proceedings, whether partial or complete.

ARTICLE 17

17 Representations and Covenants of Lessor. Lessor hereby represents and covenants as follows:

(A) To the best knowledge of Lessor, no toxic waste, or hazardous materials are located or contained in, on, or under the Demised Premises. In the event any claims are asserted against Lessee arising from the existence of toxic waste or other hazardous materials having been located or contained in, on or under the Demised Premises prior to the Commencement Date, Lessor shall be responsible for defending or resolving any such claims.

(B) Lessor covenants and agrees not to further encumber the Demised Premises with any additional mortgage liens or other liens or encumbrances without the prior written consent of Lessee during the Lease term.

ARTICLE 18

18) Termination. Upon termination of the Lease pursuant to any term hereof, title to improvements remaining on the Demised Premises shall pass to and be vested in Lessor; provided, however, that nothing herein shall preclude Lessee from dismantling and removing from the Demised Premises any improvements or personal property placed or maintained thereon by Lessee during the term of this Lease and Lessee shall be entitled for a period of sixty (60) days from such termination to enter upon the Demised Premises during reasonable business hours to dismantle and remove such improvements and personal property. Lessee shall exercise due and reasonable care not to damage the Demised Premises in dismantling and removing such improvements and personal property.

ARTICLE 19

19) Binding Effect. This Lease and all of the covenants, terms, conditions and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto their heirs, successors and assigns.

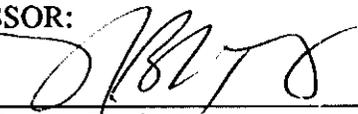
ARTICLE 20

20) Governing Law. The terms and conditions of this Lease shall be governed by the laws of the State of Mississippi.

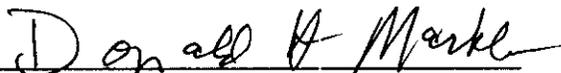
ARTICLE 21

21) Amendments. This Lease shall not be amended except by written instrument executed by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed the within Lease Agreement effective as of the date and year first above written.

LESSOR:


N. Barton Tuck, Jr.

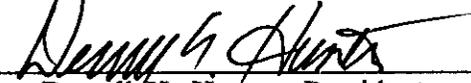


Donald H. Markle

LESSEE:

WEDGEWOOD GOLF COURSE LIMITED PARTNERSHIP

BY: GOLFSOUTH CAPITAL, INC.

By: 

Derrell H. Hunter, President



N. Barton Tuck, Jr., Individual General Partner

Part of Lot 1A, First Revision, Markle 3 Lot Subdivision, situated in Section 36, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 39, Pages 50-51, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

0.98, more or less, acre tract of land located in Section 36, Township 1 South, Range 7 West, DeSoto County, Mississippi.

Beginning at a point that is 200.00 feet South 83 degrees 30 minutes 54 seconds West of the Southwest corner of Lot 119, Wedgewood Subdivision, Section 36, as recorded in Plat Book 34, Page 23 in the Chancery Clerk's office in DeSoto County, Mississippi; thence South 06 degrees 29 minutes 06 seconds East 325.00 feet to a point; thence North 89 degrees 21 minutes 36 seconds West 201.56 feet to a point; thence North 06 degrees 29 minutes 06 seconds West 200.00 feet to a point; thence North 83 degrees 30 minutes 54 seconds East 200.00 feet to the point of beginning, containing 0.98, more or less, acres (42,500, more or less, square feet) of land being subject to all codes, regulations and revision, subdivision covenants, right of ways and future right of ways of record.

Also,

LEGAL DESCRIPTION OF A 50.00 FEET EGRESS AND EGRESS EASEMENT LOCATED IN SECTION 36, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 119 WEDGEWOOD SUBDIVISION SECTION "B" AS RECORDED IN THE CHANCERY CLERK'S OFFICE IN DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 83 DEGREES 30 MINUTES 54 SECONDS EAST 80.07 FEET TO A POINT, THENCE NORTH 83 DEGREES 30 MINUTES 54 SECONDS WEST ALONG THE WEST RIGHT OF WAY OF TOURNAMENT DRIVE 197.91 FEET TO A POINT, THENCE NORTH 06 DEGREES 29 MINUTES 06 SECONDS EAST 200.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.933, MORE OR LESS, SQUARE FEET OF LAND.

WEDGEWOOD GOLFERS' CLUB
LISTING OF CLUBHOUSE FURNITURE AND APPLIANCES

ITEM DESCRIPTION	QUANTITY	PRICE EACH	TOTAL
WOOD INTERIOR TABLES	11	125	\$1,375.00
WOOD CHAIRS	44	75	\$3,300.00
BIG SCREEN T.V.	1	3000	\$3,000.00
VCR	1	250	\$250.00
TRUE REFRIGERATOR (CONDIMENT UNIT)	1	600	\$600.00
ROSS TEMP ICE MACHINE	1	1000	\$1,000.00
REACH IN BEER COOLER	1	1000	\$1,000.00
STAINLESS STEEL CUTTING TABLE	1	300	\$300.00
FRYMASTER	1	900	\$900.00
STAR GRILL	1	3000	\$3,000.00
STAR WARMER	1	250	\$250.00
STAR HOT DOG UNIT	1	300	\$300.00
STAINLESS STEEL TABLE	1	300	\$300.00
TRUE STAINLESS STEEL REFRIGERATOR	1	4000	\$4,000.00
TRUE STAINLESS STEEL FREEZER	1	4000	\$4,000.00
MICROWAVE	1	250	\$250.00
SYSCO HEATING LAMPS	2	150	\$300.00
DESIGNER CHAIRS	3	550	\$1,650.00
SOFA	1	300	\$300.00
CABINET	1	500	\$500.00
TABLE STAND	1	125	\$125.00
GLASS TABLE	1	150	\$150.00
ROD IRON OUTDOOR PATIO TABLES	11	170	\$1,870.00
ROD IRON OUTDOOR CHAIRS	60	60	\$3,600.00
		TOTAL	\$32,320.00