

STATE MS. - DESOTO CO.

Ronald G. Turner

2021 Richard Jones Rd.

Suite 350

Nashville, TN. 37215-2874

615-383-3332

BK 75 PG 230 — EXHIBIT "C"  
W.E. DAVIS CH. CLK.TENANT'S ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

RE: Lease dated at of 8/8/ 1995 (the "Lease"), between Joe Poppenheimer, as "Landlord", and Donald Crump, as "Tenant" demising premises located and addressed as 2500 W. Goodman Rd, Horn Lk, MS (the "Leased Premises").

TO: United Life & Annuity Insurance Company  
PO Box 260100 - Commercial Real Estate Group  
Baton Rouge, LA 70821  
Attention: Edward F. O'Connor, MAI

Gentlemen:

We, the undersigned Tenant, hereby certify as follows:

1. The Lease, a true and correct copy of which and all amendments thereto, if any, are attached hereto and made a part hereof as Exhibit A, is in full force and effect. We have not assigned, sublet, transferred or hypothecated our interest in the Lease or any part thereof.
2. We have accepted and taken possession of the Leased Premises as of 8/8/95, are currently open for business, and have paid rent commencing on 9/1/95. Rent under the Lease is presently \$200 per month, payable in advance, and said rent has been paid through July 1998. Advance payments of rent have been made except: deposit \$1200. There are no offsets or credits against rent payable under the Lease.
3. The term of the Lease commenced on 9/1/95, and ends on 8/31/98. There are 0 options to renew the term of the Lease, as follows: \_\_\_\_\_
4. Landlord has satisfied all commitments made to induce Tenant to enter into the Lease and Landlord is not in any way in default in performing its obligations under the Lease.
5. We are not in any way in default in performing our obligations under the Lease.
6. We acknowledge to you our understanding that Landlord intends to assign its interest in the Lease to you, as assignee, pursuant to a Collateral Assignment of Landlord's Interest in Leases (the "Assignment") encumbering certain lands (the "Mortgaged Property") of which the Leased Premises are a part and to be recorded in the Public Records of Desoto County, Miss. (the "Public Records"), to secure payment of a loan (the "Loan") evidenced by a note to be made by Landlord, as maker, to you as payee. With respect thereto, we hereby represent to you as follows:
  - (a) Upon our receipt of written notice from you that a default exists under the terms of the Loan, we agree to pay to you all rent accruing under the Lease (subject to offsets, deductions, or credits available under the Lease, if any, for Landlord's default) for all rental periods following the rental period in which your written demand is made, together with all rent then unpaid by us at the date of your written demand.

(b) Neither you, nor your successors or assigns, shall be deemed to assume liability or obligations under the Lease, either by reason of the Assignment or by reason of receipt or collection of rents, unless and until you or your successors and assigns shall have obtained title to the Mortgaged Property, by foreclosure or otherwise, except that the person acquiring the interest of the Landlord as a result of any such action or proceeding, his successors and assigns shall not be (i) liable for any act or omission of the Landlord or any other prior landlord; or (ii) subject to any offsets or defenses which Tenant might have against Landlord or any other prior landlord; or (iii) bound by any rent which Tenant might have paid for more than the current month to landlord; or (iv) bound by any amendment or modification of the Lease made without your prior written consent. Nothing contained in the foregoing sentence shall be deemed to waive or remove any remedy of the undersigned, as tenant, against the Landlord for Landlord's default under the Lease.

(c) We acknowledge and agree that the Lease and the rights of the Tenant thereunder shall be and are hereby made completely and unconditionally subject and subordinate in all respects to the lien of the Mortgage (except as to property or trade fixtures of the Tenant) and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of the Mortgage.

Non-Disturbance: So long as Tenant complies with the terms of this Certificate and is not in default under any of the terms, covenants, or conditions of the Lease, the Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Mortgaged Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease. Tenant hereby agrees to adhere to and accept any such successor owner as Landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, and United Life & Annuity Insurance Company (herein called "Lender"), or any such successor owner of the Mortgaged property, will not disturb the possession of Tenant, and will be bound by all of the obligations imposed on the Landlord by the Lease, provided, however that Lender, or any purchaser at a trustee's or sheriff's sale or any successor owner of the Mortgaged Property shall not be:

- (i) Liable for any act or omission of a prior landlord (including Landlord); or
- (ii) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
- (iii) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), except to the extent such security deposit, cleaning deposit or other prepaid charge is actually received by Lender; or
- (iv) bound by an agreement or modification of the Lease made without the written consent of Lender.

(d) The person executing this Certificate and the person who executed the Lease on behalf of the undersigned is, and at the time of such execution was, fully authorized and empowered in all respects to so execute such instruments on our behalf.

We acknowledge and agree that you would not make the Loan unless we execute this Certificate and this certificate is being given to induce you to make the Loan.

This Certificate shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned Tenant has executed this Certificate as of this 29 day of July 1997.

TENANT:

DONALD CRUMP

By: [Signature]  
Name: Donald Ray Crump  
Title: OWNER

STATE OF MISS.

COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 1997, by Donald Crump, as Owner of Crumpy's Hot Wings, on behalf of said Crumpy's Hot Wings

Virginia Louise McMullin  
Notary Public  
State of Miss.

My Commission Expires: 9/5/99

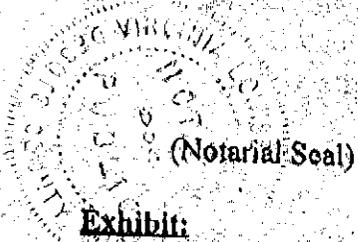


Exhibit:

"A" Copy of Lease and Amendments

DATE: August 8, 1995

1. Parties. This indenture of lease is made this 8th day of August, 1995 between the party of the first part, Joe Poppenheimer, hereinafter called the Lessor, and the party of the second part, Donald Crump, hereinafter called the Lessee.
2. Consideration. Witnesseth: That each of the parties acknowledges the receipt of a valuable consideration from the other and that they and each of them act herein in further consideration of the other as herein stated
3. Premises. The Lessor has and does hereby grant, demise, and lease unto the Lessee the following described premises situated in the City of Horn, County of Desoto, State of Mississippi, to wit:

In the strip shopping center at 2504 Goodman Rd. W. part of which is presently occupied by Amvets Bingo and Shields Shoe repair, the easternmost half of the addition to that building, which is now vacant, and the demised premises being approximately 24 feet by 60 feet.

4. Term. To have and to hold the above described premises unto the Lessee for the period of 3 Years, commencing on September 1, 1995, or at such time tenant improvements, described below, are completed by the landlord with rent prorated from occupancy date.
- 4.a Tenant Improvements. Lessor agrees to provide two bathrooms, partition walls for kitchen and storage, plumbing (only) for a three compartment sink, to finish parking lot, to cover the floor in linoleum, install florescent lights in ceiling, to paint the interior light gray with maroon trim, and to provide a floor drain in the kitchen area to be located in close proximity to the stubbed in plumbing.
5. Use. It is agreed that the within leased premises shall be used only for the business of a retail store and restaurant or other related use and other uses consistent with the above named use. The Lessee further covenants that a going business shall be conducted in the within leased premises throughout the full term of this lease.
6. Rental. Lessee hereby covenants and agrees to pay to Lessor as rent for the aforesaid premises the sum of Forty Three Thousand Two Hundred and no cents Dollars (\$43,200.00) Dollars payable in 36 advance monthly installments, to wit:

Installments #1 through 36 are \$1200.00

Installment #1 is due on or before the 1st day of the inception date of this lease with an additional installment due on or before the 1st day of each succeeding month thereafter throughout the term of this lease and any extensions and/or renewals thereof.

7. a. Deposit. A deposit of \$1200 shall be made with the signing of this lease and shall be retained by the Lessor in accordance with the laws of the State of Mississippi and shall be returned to the Lessee at the end of this leases after all the terms and conditions of this lease have been met. Should any amount of money be owed the Lessor at the end of this lease for rent, damages, unpaid fees or foe any other purpose relating to the demised premises, then such debt may be deducted from the deposit and the balance returned to the lessor, however any such retention of the deposit money does not necessarily constitute total liquidated damages or relieve Lessee from other legal actions as may be appropriate and proper.

All rentals due under this lease are due and payable to the order of Joe Poppenheimer at 1028 Goodman Road, Horn Lake MS, or at other such place as Lessor may designate in writing in the future.

7. Increase in Realty Taxes. As further consideration for use of the within leased premises, the lessee agrees to pay promptly to LESSOR, as additional rental, any increase in city, county, and state Real Estate taxes above those taxes assessed against said leased premises for the year 1995. The amount to be paid by LESSEE shall be determined by multiplying any tax increase in the land and building in which the demised premises are located by the ratio which the space leased bears to the total net rentable area of said building included in the base year's tax assessment. Such payments shall be made by LESSEE within 30 days following notification of tax increase and it's payment by LESSOR. If applicable in the jurisdiction where the leased premises are located, LESSEE shall also pay and be liable for all rental, sales, and use taxes or similar taxes, if any, levied or imposed upon LESSOR or LESSEE by any city, county, state, or other governmental body ;having authority, such payments to be in addition to all other payments required to be paid concurrently with the payment of rent upon which the tax is based as set forth above.

8. Insurance. Fire and hazard insurance will be carried by the LESSOR. Lessee shall hold LESSOR harmless for any damage that may occur to personal property of the LESSEE. Lessee shall carry liability insurance to indemnify LESSOR against any losses incurred in or about the demised premises for an amount no less than \$500,000.

LESSEE shall carry plate glass insurance with loss payable clause to the lessor, on all plate glass, with a company satisfactory to lessor, and/or repair any glass on the premises which may be broken, this without expense to the Lessor.

As further consideration LESSOR agrees to pay within 10 days of notification a pro-rate share, as described in paragraph 7 above, of any increase of insurance premium for fire and hazard insurance as based on the insurance in effect at the time of inception of this lease.

Lessee covenants not to allow anything on or about the premises to cause the insurance premium to increase. In the event the lessee does cause reason for the insurance premium to increase then lessee shall be responsible and pay within 30 days the increase in said insurance policy premium.

9. Proof of Payment. In all cases the burden of proof of payment of rent shall rest with the Lessee.

10. Rent Payable in standard coin. All rent agreed to be paid under this lease shall be paid in lawful money of the United States of America.

11. Lien on Leasehold. A first lien is hereby expressly reserved by the Lessor and granted by the lessee upon the terms of this lease and upon all interest of the lessee in this leasehold, and upon all fixtures and all other fixtures erected or put in place or that may be erected or put in place upon the premises by or through the Lessee or other occupants, and also all goods, wares, chattels, implements, trade fixtures, tools, and other property of the Lessee which are or may be put upon the demised premises by the Lessee which are or may be put upon the demised premises by the Lessee or other occupants for the payment of rent and also for the satisfaction of any causes of action which may accrue to the Lessor by the provisions of this lease.

12. Quiet Possession. The Lessor hereby covenants that if the Lessee shall keep and perform all the covenants of this lease on the part of the Lessee to be performed, Lessor will guarantee to Lessee the quiet, peaceful, and uninterrupted possession of said premises, during the term of this lease.

13. Destruction by Fire, etc. Should the building upon the demised premises be totally destroyed by fire or other cause, or so damaged that rebuilding or repairs can not be completed within one Month from the date of fire or other cause of damage, this lease shall terminate and the lessee shall be allowed an abatement of rent from the date of such damage or destruction. However, if damage is such that repairs or rebuilding can be completed within one month, the Lessor covenants and agrees to make such repairs with reasonable promptness and dispatch, and to allow Lessee an abatement of rent for such time as the building is untenable or proportionately for such portion of the building as shall be untenable, and the Lessee covenants and agrees that the terms of this lease shall not be otherwise affected.

14. Waiver of Breach. No waiver of breach of any covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

15. Covenants run to heirs. All covenants, conditions, agreements, and undertakings contained in this lease shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of the expressed. The terms "Lessor" and "Lessee" wherever used shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor or Lessee, and necessary grammatical changes required to make the hereof apply either to corporations, or individuals, men, or women, shall in all cases be assumed as though in each case to be fully expressed.

16. Attorneys Fees. Lessee agrees to pay all cost of collection including reasonable attorneys fees, if all or any part of the rent herein is collected after maturity with the aid of an attorney, also to pay reasonable attorney fees in the event it becomes necessary for the Lessor to employ an attorney to force the Lessee to comply with any of the covenants, obligations, or conditions of this lease.

17. Possession. Lessee shall have possession immediately upon tenant improvements being completed by landlord. All terms and conditions shall be in full force and effect. Rent and term shall be as above described.

8. Notices. All notices required to be given from Lessee to Lessor shall be by certified mail to the Lessor at 1028 Goodman Rd., Horn Lake MS and all notices to the Lessee shall be sent by certified mail to 2902 Goodman Rd. Horn Lake MS

9. Utilities.. Lessee is to pay promptly all water, electricity, and gas charges relating to demised premises for any part of the aforesaid term or while lessee is occupying premises.

9.1 Lights. Lessee agrees to allow front florescent lights and rear lights to burn as controlled by an electric eye, and to pay electric charges for same and to replace bulbs as needed.

20. Late Charge. Should the rent installment be paid more than five (5) days after the date due then a late charge of 10 percent, rounded to the next highest dollar, shall be charged as additional rent, or the highest amount as provided by Mississippi law.

21. Advertising. No sign of any type will be placed on any portion of the exterior of the leased premises without the express written consent of the Lessor and if so consented to, Lessee agrees to obtain prior written approval of the lessor regarding the size, general design, and placement of said sign which shall be used exclusively by Lessee to advertise Lessee's own business. Such approval by Lessor shall not be unreasonably withheld. In no event however shall the masonry walls be painted by Lessee. Upon the expiration of this lease or any extension thereof, Lessee, at Lessee's expense shall remove all signs placed or erected on said premises during the term of this lease and repair all damage to the leased premises due to the erection and subsequent removal of said signs.

22. Alterations. Lessee covenants not to make any changes, alterations, or additions within or about said building without first obtaining the written consent of the Lessor and in no event do anything that will weaken the building or structure now on or that may thereafter be erected on the premises.

23. Damages, Accidents Subrogation, Insurance, Etc. The Lessee hereby covenants to keep and hold harmless from any expense or liability for loss or damages to persons, property, or things, both real and asserted accruing from any cause or causes or in connection with or about the within leased premises, or the sidewalk, street, alleys, or other areas adjacent thereto, during the term of this lease. Lessee and Lessor mutually agree, to the extent permitted by their respective insurance carriers', to waive any right of subrogation which they may have against the other for losses paid to them on policy or policies carried on the property to the extent permitted by such policy or policies.

24. Insolvency of Lessee The Lessee hereby further covenants that in the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under the bankruptcy statute, voluntarily or involuntarily and whether for not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter the Lessor shall have the right to terminate this lease upon giving written notice at least thirty days in advance.

25. Delivery at End of Lease. The Lessee hereby further covenants and agrees to deliver up to the said Lessor, or Lessors agents or assigns, the said premises at the expiration of this lease in good order and repair, and to make good all damages to said premises, ordinary wear and tear excepted. The said delivery to be made on the last day of this lease, then it will be optional with the Lessor to hold the Lessee for any damages that said Lessor, Lessors heirs or assigns may have sustained due to the failure of Lessee to make proper delivery of premises, together with double the amount of rent until all premises, with keys to same cleared of all persons and property not belonging to same be returned to Lessor, or Lessor's agents heirs, or assigns. No demand or notice of such delivery shall be necessary.

26. Demand and Notice. In the event of the failure of the Lessee to pay the aforementioned rental installments as herein stipulated, or in the event that the Lessee should breach any of the covenants herein imposed upon said lessee by the terms and conditions of this lease, the Lessor may immediately, at the lessors option declare this lease null and void, and the Lessee herein specifically waives demand or notice of non-payment of rent as a condition precedent to the Lessor exercising said option. The Lessor herein is under no obligation whatsoever to notify the lessee of his intention to cancel this lease prior to actual cancellation of same, except lessee shall be given 15 days to cure any breach other than non-payment of rent.

27. Sign. Lessor may at any time within three months prior to expiration date of this lease, affix to any part of the within leased building and premises a notice for rent or sale, and keep said notice affixed without hindrance or molestation.

28. Default of rent. All covenants and agreements herein made and obligations assumed are to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any one of the aforesaid installments of rent, or should fail to perform or observe any of the covenants, agreements, or obligations herein made or assumed by said Lessee, then thenceforth, in any of said events, this lease may be forfeited and thereby become null and void at the option of the Lessor, and said Lessor may immediately, or any time after the breach of any said covenants, re-enter the said premises and building or any part thereof in the name of the whole, and repossess and have the same as of Lessor's former estate and remove therefrom all goods and chattels not thereto properly belonging and expel said Lessee and all other persons who may be possession of said premises and building, and that too without demand or notice.

29. Right to Terminate Not Exclusive. The right to terminate this lease as herein set forth in addition to not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the Lessor of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessor may have.

30. Sub-letting. The Lessee may not sub-let the entire building or any part or parts thereof to any party or parties for any part of any term without the express written consent of the Lessor. However, consent shall not be unreasonably withheld as long as the sub-lessee is deemed acceptable in the sole judgment of the Lessor and said lease shall be compliance with the covenants, agreements and obligations imposed upon the Lessee in this lease.

Lessee agrees that if, with the permission, in writing, of the Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate all or a portion of the herein demised premises, prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-leasing or re-letting of all or any portion of the demised premises other than TRI-State Realty and that should Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or said agent, the Lessee assuming all responsibility and liability for such action.

If the whole or any part of the within leased premises shall be taken by any public authority under the power of eminent domain, all damages awarded shall belong to and be the property of Lessor, Provided, however, that lessor shall not be entitled to any separate award which may be made to lessee for the cost of removal of stock or fixtures.

## 32. Commission

This lease was negotiated by TRI-State Realty, acting as agents for LESSOR, and for the LESSOR for itself and its successor in title, affiliates and assigns agree to pay TRI-STATE REALTY the first month's rent and five percent (5%) of each month's rental installment due and payable thereafter for services in negotiating this lease, also to pay TRI-STATE REALTY the first months rental and 5% of all rental due and payable thereafter for any extension or renewal of this lease, either by LESSEE'S exercise of any option provides for in this lease, or otherwise, of for any subsequent lease that may be entered into by the LESSOR, it's successors in title, affiliates, heirs or assigns with the LESSEE, LESSEE'S successors, sub-tenants, affiliates, heirs, or assigns, covering the within demised premises, or any additional premises, or any premises contiguous thereto or situated within the same complex owned or controlled by LESSOR or his it's successors ;in title, affiliated, heirs or assigns. LESSOR, it's successors in title, affiliated, heirs or assigns further agree to pay TRI-STATE REALTY a 6% sales commission at closing if the demised premises are sold to LESSEE, LESSEE'S successors, sub-tenants, affiliates, heirs, or assigns during the original term or any extended or renewal term of this lease.

Should Lessee purchase the property herein leased, or a part thereof, the term "LESSEE" if a corporation, shall be interpreted to include all officers and major stockholders of same in addition to any corporation in which either said LESSEE, it's major stockholders or officers have a beneficial interest. As an additional consideration, should LESSOR, successors in title, affiliates and assigns or his successors or assigns, then and in which event in addition to the commissions then due, the LESSOR, successors in title, affiliates and assigns fail to pay said commissions as herein stipulated to said agent or his successors or assigns, then and in which event in addition to the commissions then due, the LESSOR, successors in title, affiliates and assigns agree to pay all cost of collection, including court cost and reasonable attorney's fees and expenses incurred by said agent in connection with the collection of said commissions due from LESSOR in the event it becomes necessary for Agent his successors or assigns to employ and attorney to collect same.

It is expressly understood that TRI-STATE REALTY as agent for the LESSOR assumes no responsibility whatsoever to the LESSEE as to any of the covenants contained with this lease or the condition of the within leased premises.

## 34. Roof

Lessor agrees to keep the roof of demised premises in good repair provided the need of repair is not caused by the acts of the lessee, but Lessor shall not be held or deemed liable for any damages to lessee because of roof leaks. Lessor will use reasonable diligence to correct roof leaks. All other repairs to be made by lessee at lessee's expense.

## 35. Alcohol

No alcohol will be sold, served, or consumed on the premises.

## 36. Cleaning

Lessee agrees to keep the front windows washed and cleaned at all times.

## 37. Air Conditioner.

Lessee agrees to maintain, repair, and/replace air conditioning and heating equipment as necessary to keep said equipment in good working order throughout the term of this lease, and to leave said equipment in good repair and working order upon vacating premises. Said replacements shall be of new equipment approved by lessor and installed professionally by a company approved by lessor.

## 38. Maintenance.

Lessee agrees to maintain the electrical and plumbing systems in his portion of the building and to pay for any expense necessary for the upkeep of of said systems and to replace all burned out bulbs and ballast.

## 39. Dumpster fee.

If Dumpster service is not provided, then Lessee shall be responsible for disposing of all of his own trash and garbage.

40. Vandalism. Lessee shall be responsible for repairs where damages are caused by burglary or vandalism to Lessee's premises.

## 41. Parking

When space is available lessee and his employees will park in spaces other than those in front of the building so as not to inconvenience customers.

42. Noise.

Lessee will not play music or radio outside of premises or otherwise allow noise to disturb other tenants.

43, Merchandise.

Lessee will not display any merchandise outside of premises without lessor's permission in writing.

44. Walls

Lessee agrees that no mirrors or other objects shall be glued to the walls by Lessee and Lessee further agrees that before attaching shelves or other objects to wall he shall obtain the express written consent of lessor. Permission to attach shelves using fastening methods approved by Landlord is herein granted.

45. Painting

Lessor agrees that under no circumstance will he paint the walls of the leased premises any other material than an off-white latex flat paint without first securing express written permission from the lessor. In the event Lessee violates this provision of this lease, then Lessee shall immediately pay to the landlord Two Hundred Fifty and no cents (\$250.00) Dollars which shall be kept by the lessor to repaint premises when tenant vacates.

46. Checks.

In the event any one of the lessee's checks are returned for insufficient funds, Lessee agrees all future rents will be paid in the form of cash, cashiers check, or money orders.

47. Heat-Winter

Lessee agrees to leave his heat on at least 65 degrees day and night during freezing weather and to be responsible for and pay for all repairs to all frozen water pipes and all water damages to lessee's premises and other tenant's premises due to lessee's failure to maintain adequate heat.

48. Ice and Snow

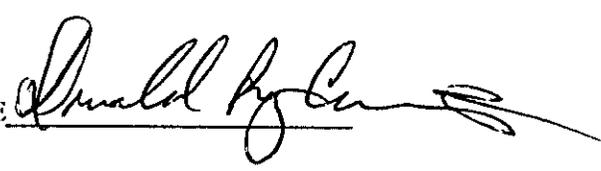
Lessee agrees that no salt or other ice melters will be used on porches, sidewalks or parking lot areas at any time. Lessee may, however, pour salt or other abrasive materials over snow and ice for safety purposes. In the event Lessee violates this provision the Lessee shall be responsible and pay for repair or replacement of damaged blacktop or concrete. If Lessor is unable to clear parking lot and porches due to snow and ice then Lessee shall be responsible for clearing the porch directly in front of his business without the use of salt or chemicals damaging to concrete or blacktop.

49. Inoperative vehicles.

Lessee agrees that no inoperative vehicles will be left on the parking lot at any time, and that no vehicles will be stored on said lot at any time. If they are, then Lessee hereby authorizes Lessor to have the vehicles towed away at lessee's expense and with no liability to Lessor.

34. Agreement

It is expressly understood and agreed by and between the parties hereto that this lease and any riders attached hereto forming a part hereof set forth all the covenants, agreements, conditions and understandings between lessor or his agent and Lessee relative to the leased premises, and that there are no other promises, agreements conditions, either oral or written between them other are herein set forth. It is further agreed that no subsequent amendment, change, or addition, or alteration to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them and by direct reference made a part hereof.

LESSOR  LESSEE 

Address \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

## EXHIBIT "A"

LAND in DeSoto County, Mississippi, being Lot No. 8, on the Plan of 3<sup>rd</sup> Revision, Dancy-Horn Lake Commercial Subdivision, Section 27, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 40, Page 43, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat references is hereby made for a more particular description.

BEING the same property conveyed to Joseph Poppenheimer, by Deed of Record in Book 289, Page 664, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The above-described property is the same property as that described below according to an as-built survey by James G. Russell, Registered Professional Engineer and Land Surveyor, PLS # 02591 dated July 31, 1997 as follows:

Legal Description of a 0.68, more or less, acre tract of land being know as Lot 8 of Dancy Horn Lake Commercial Subdivision, 4<sup>th</sup> Revision, Plat Book 55, Page 48 located in part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 1 South, Range 8 West, Horn Lake, Desoto County, Mississippi and is further described as follows:

Beginning at a ½ inch pipe found on a south line of Lot 9 at the Northwest corner of Lot 7 of said subdivision; thence south 01 degrees 28 Minutes 30 Seconds East 156.90 feet to a ½ inch rebar set on the North right of way of Goodman Road (Ms. Hwy. No. 302) at the Southwest corner of Lot 7; thence South 87 Degrees 56 Minutes 14 Seconds West 156.24 feet along said right of way to a concrete monument found; thence North 60 Degrees 15 Minutes 43 Seconds West 38.50 feet along said right of way to a ½ inch rebar set at a Southeast corner of Lot 9; thence North 01 Degrees 28 Minutes 30 Seconds West 137.82 feet to a PK. nail set at a corner of Lot 9; thence North 88 Degrees 18 Minutes 08 Seconds East 189.16 feet to the point of beginning containing 0.68, more or less, acres (29,459 square feet) of land.