

Prepared By:

Ronald G. TURNER

2021 Richard Jones Rd.

Suite 350

Nashville, TN 37215-2874

615-383-3332

~~EXHIBIT "C"~~TENANT'S ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

RE: Lease dated at of 1/28, 1997 (the "Lease"), between Joe Poppenheimer, as "Landlord", and Mikohn Gaming, as "Tenant" demising premises located and addressed as 2502 Goodman, Horn Lake, 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 3/1/97, are currently open for business, and have paid rent commencing on 3/1/97. Rent under the Lease is presently \$ 900 per month, payable in advance, and said rent has been paid through July 1997. No advance payments of rent have been made except: deposit \$900. There are no offsets or credits against rent payable under the Lease.
3. The term of the Lease commenced on 3/1/97, and ends on 2/28/99. There are 1 options to renew the term of the Lease, as follows: 3/1/99 \$1000. per month.
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.

STATE MS. - DESOTO CO.  
FILED

Aug 26 8 55 AM '97

BK 75 PG 250  
W.E. DAVIS OR. CLK.

(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.

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

TENANT:

MIKOHN GAMING INC

By:

Ron Pahl

Name:

RON PAHL

Title:

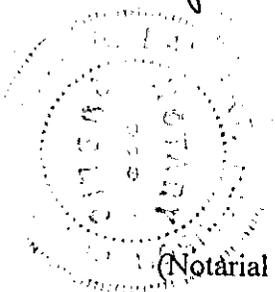
GENERAL MANAGER

STATE OF MISS.

COUNTY OF Harrison

}  
}  
}

The foregoing instrument was acknowledged before me this 28th day of July, 1997, by Ron Pahl, as General Manager of Mikohn Gaming Inc, on behalf of said Corporation.



(Notarial Seal)

Mary B. Lamblert

Notary Public

State of Miss.

My Commission Expires July 18, 1998

My Commission Expires: 9/5/99

Exhibit:

"A" Copy of Lease and Amendments

## Lease

**This Lease**, dated the 28th day of January, 1997  
between  
Joe Poppenheimer

- 1. Parties** party of the first part, hereinafter called Lessor, and Mikohn Gaming Corporation party of the second part, hereinafter called Lessee,
- 2. Consideration** Witnesseth: That each of the aforesaid 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 engagements of the other as herein stated.
- 3. Premises** That Lessor has and does hereby grant, demise and lease unto the said Lessee the following described premises situated in the STATE OF MISSISSIPPI, COUNTY OF DESOTO to-wit:  
2502 Goodman Road, Horn Lake, MS; a commercial space approximately 1400 +/- sq. ft.  
To be used for the purpose of: Signage Company for Casino's
- 4. Term** TO HAVE AND TO HOLD the above described premises unto the Lessee for the period of two (2) year(s), commencing on the 1st day of March, 1997 and ending on the 28th day of February, 1999
- 5. Rental** Lessee hereby covenants and agrees to pay to Lessor as rent for the aforesaid premises the sum of Twenty Two Thousand Two Hundred and no/100) \$22,200.00 dollars payable in advance in monthly installments, in amounts, and maturing, as follows:  
\$900.00 payable at time of signing of lease for security deposit.  
\$900.00 due and payable at time of signing of lease for March 1997 rent and a like amount due and payable on the 1st day of each and every month through February 1998.  
\$950.00 due and payable on March 1, 1998 and a like amount due on the 1st day of each and every month throughout the term of this lease.  
Lessor agrees to install 2 36" metal doors at the rear of the premises.  
Lessor grants lessee a one year option to begin March 1, 1999 at the rate of \$1000.00 per month.  
All rentals due under this lease payable at 1018 Goodman Road, Horn Lake, MS 38637 to the order of JOE POPPENHEIMER
- 6. Proof of Payment** The burden of proof of payment of rent in case of controversy shall be upon the Lessee.
- 7. Lien on Leasehold, Etc.** 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 for the payment of rent and also for the satisfaction of any cause of action which may accrue to the Lessor by the provisions of this instrument. A first lien is also expressly reserved by the Lessor and granted by the Lessee upon all buildings, improvements, store fixtures, water fixtures and gas fixtures and all other fixtures erected or put in place or that may be erected or put in place upon the premises or by or through 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 instrument.
- 8. Quiet Possession** The Lessor hereby covenants that if Lessee shall keep and perform all of the covenants of this lease on the part of Lessee to be performed, Lessor will guarantee to Lessee the quiet, peaceful and uninterrupted possession of the said premises.
- 9. Lawful** The Lessee hereby further covenants:  
That the premises and all buildings and improvements thereon

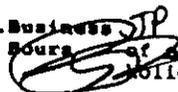
- and Moral Uses shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Mississippi or the ordinances and laws of DeSoto County that are enforced;
10. Protection From Violations To save and hold the Lessor harmless from violations of the laws of the United States, of the State of Mississippi and the ordinances and laws of DeSoto County.
11. Waste Not to commit or permit to be committed any waste whatsoever;
12. Nuisances Not to create or allow any nuisance to exist on said premises and to abate any nuisance that may arise promptly and free of expense to Lessor;
13. Invalida- tion of Insurance Not to suffer anything to be or remain upon or about the premises which will invalidate any policy of insurance which Lessor may now or hereafter have upon said building;
14. Increased Premiums Not to suffer anything to be or remain upon or about the premises nor carry on nor permit upon the premium payable for the insurance of the premises against fire, unless consented to in writing by the Lessor and if so consented to, the Lessee shall pay such increased or extra premium within ten days after the Lessee shall have been advised of the amount thereof;
15. Advertising That no outside walls, roofs or other exterior portion of the premises or of any buildings or other improvements now or hereafter erected on the premises shall be used for any advertising purposes whatsoever except the direct advertising of the Lessee's own business, with Lessor's written approval;
16. Alterations Not to make any changes, alterations, or additions about the said building or premises without first obtaining the written consent of the Lessor, and in no event to do anything that shall weaken the building or structure now on or that may hereafter be erected on the premises;
17. Damages, Accidents, and Injuries To hold Lessor harmless against all damages, accidents, and injuries to persons or property caused by Lessee's negligence, etc.
18. Insolvency, Etc., of Lessee That in the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under the 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 thirty days in advance.
19. Delivery at end of Lease And on the expiration of the term of this lease to Lessor the possession of said building, lot and premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were received, destruction or damage by fire, storm or other casualty and ordinary wear and tear excepted.
20. Right of Entry, Etc. The Lessor reserves the right during the term of this lease, to enter said premises at reasonable hours to show the same to other persons who may be interested in renting or buying the property, and for the purpose of inspecting the premises and to make such repairs as Lessor may deem necessary for the protection and preservation of the said building and premises; but Lessor is not bound to make any repairs whatever, nor to be held liable for any damage in consequence of leaks, or for the stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause or obstruction nor for any other defects about the building and premises, the Lessee having examined the same and being satisfied therewith; but should such leaks, obstructions, freezing, stoppages, or other defects about the building and premises occur during the term of this lease, or while the Lessee is occupying the premises, then the Lessee shall remedy the same promptly at the Lessee's expense unless the Lessor by written agreement undertakes to do the same.
21. Default of Rent, Etc. 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 and 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 at any time after the breach of any of said covenants, re-enter 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 in possession of said premises and building, and that, too, without demand or notice.

- 22. Right to Terminate Not Exclusive** The right in the Lessor to terminate this lease as herein set forth is in addition to and 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 an exhaustion of such other rights or causes of action that the Lessor might otherwise have.
- 23. Subletting** The Lessee shall not assign or sublet the premises nor any part thereof without the written consent of the Lessor, but such written consent will not be unreasonably withheld, and in no event shall the subletting or assignment of this lease relieve the Lessee of any of the covenants, agreements and obligations imposed upon Lessee in this lease.
- 24. 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 cannot be completed within one hundred eighty (180) days from 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 the damage is such that rebuilding or repairs can be completed within one hundred eighty (180) days, the Lessor covenants and agrees to make such repairs with reasonable promptness and dispatch, and to allow Lessee an abatement in the rent for such time as the building is untenable, and the Lessee covenants and agrees that the terms of this lease shall not be otherwise affected.
- 25. Renewal** No renewal of this lease will be binding on either party unless it be in writing and signed by the Lessor and the Lessee.
- 26. Waiver of Breach** It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
- 27. Attorney Fees** Lessee agrees to pay all costs of collection, including reasonable attorney fees, if all or any part of the rent reserved 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 imposed by this lease.
- 28. Going Business** The Lessee hereby further covenants that a going business shall be conducted in the within leased premises throughout the full term of this lease.
- 29. Covenants Run to Heirs, Etc.** It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.
- 30. Roof** Lessor agrees to keep the roof of leased premises in good repair provided the need of repair is not caused by the acts of 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.
- 31. Signs** All signs must be approved by Lessor in writing prior to installation. No signs shall be allowed on asphalt shingles, metal roof, or roof of building.
- 32. Alcohol** No alcoholic beverages will be sold, served or consumed

on the premises.

- 33. Taxes & Insurance** LESSEE agrees to pay his pro rata share of any increase or levy of city, county, state or federal property taxes and any other tax increases levied against said building, such as a state sales tax. LESSEE agrees to pay a pro rata share based on square footage leased, of any increase or levy of city, county, state or federal property taxes or other taxes, including a state sales tax, if such should be instituted, and a pro rata share of any insurance increases which come about during LESSEE'S occupancy of the building. The pro rata share of increases in property taxes shall be based on increases after the 1995 taxable year.
- 34. Lights** LESSEE agrees to allow front fluorescent lights and rear lights to burn as controlled by electric eye, and to pay electric charges for same, and to replace said bulbs and ballasts as needed.
- 35. Cleaning** LESSEE agrees to keep front windows washed and clean at all times.
- 36. Air Cond.** LESSEE agrees to maintain and repair air conditioning and heating equipment as necessary to keep said equipment in good and proper working order throughout the term of this lease, and to leave said equipment in good repair and working order upon vacating said premises. Said replacements shall be of new equipment approved by LESSOR and installed professionally by a company approved by LESSOR.
- 37. Late Charges** LESSEE agrees to pay a \$10.00 per day late charge if the rent is not paid on or before the first day of each month as provided in the lease agreement. There shall be no charge if rent is received by LESSOR on or before the fifth day of each month. If not received by the sixth day of any month, the late charge shall be retroactive to the first day of the month.
- 38. Fire Prevention** LESSEE agrees to meet or exceed National Fire Prevention Association standards and agrees to purchase a fire extinguisher approved by said association.
- 39. Maintenance** LESSEE further agrees that he will maintain the electrical and plumbing systems in his portion of said building and to pay for any expenses necessary for the upkeep of said systems, and to replace all burned out bulbs or ballasts.
- 40. Dumpster Fee** If dumpster is not provided, Lessee shall be responsible for disposing of all of his own trash and garbage. If dumpster is provided, Lessee shall pay to Lessor \$20.00 per month for dumpster fee in addition to rent.
- 41. Vandalism** LESSEE shall be responsible for repairs, and shall pay for all repairs where damages are caused by burglary or vandalism to LESSEE'S premises.
- 42. Parking** LESSEE agrees that when space is available, he and all employees will park in spaces behind the building rather than in front of the building which would interfere with customer convenience and parking.
- 43. Vacate Premises** LESSEE agrees that in the event he vacates leased premises prior to the termination date of lease agreement, or exercised options that he shall be responsible for all rents lost by LESSOR in securing a new LESSEE for said premises. In the event any subsequent LESSEE shall, for any reason, fail to pay rent payments when due, original LESSEE shall be responsible for all rents lost by LESSOR through the expiration date of original lease agreement or exercised option. This clause shall be binding on original LESSEE whether subsequent leases are in the form of subleases, or leases negotiated directly by LESSOR with new LESSEES.
- 44. Utilities** LESSEE agrees to pay all electric, sewer, and public service fees. Water fees in the amount of \$20.00 shall be paid to Lessor each month. If minimum rates for commercial tenants increase above that amount, Lessee agrees to pay said increase to Lessor.
- 45. Noise** LESSEE agrees that he will play no music or radio outside of premises, that he will not allow any noise within the leased premises which will disturb other tenants. LESSEE further agrees that no stock or merchandise shall be placed or displayed outside of the leased premises without LESSOR'S permission in writing.

46. Sublease LESSEE agrees that in no event shall the premises be sublet to an amusement center, restaurant, lounge, adult movies, adult bookstore, massage parlor, or other business which, in LESSOR'S opinion, might be detrimental to the LESSOR'S other tenants.
47. Notice to Lessor LESSEE agrees that sixty (60) days prior to the expiration of his lease, he will execute Lease Renewal Agreement to be provided by LESSOR, or advise LESSOR in writing that he does not intend to enter into lease renewal, or pay rent for an additional two (2) months after premises is vacated or until premises is re-rented (whichever occurs first.)
48. Sub-Lease Repairs In the event LESSEE shall sublease the premises, LESSEE agrees to repair any defects or malfunctions in electrical, plumbing, air conditioning, walls or floor covering that occurred during LESSEE'S occupancy of premises. Repairs are to be made before or immediately after LESSEE vacates premises. If LESSEE fails or refuses to make said repairs, Sublessee or LESSOR shall have the right to have said repairs made and LESSEE agrees and shall reimburse said expenses.
49. Pets No dogs, cats, birds, snakes, or other pets shall be allowed on the premises at any time.
50. Walls LESSEE agrees that no mirrors or any other objects shall be glued to the walls by LESSEE, and LESSEE further agrees that before attaching shelves or any other objects to walls, he shall obtain LESSOR'S permission in advance in writing.
51. Painting LESSEE agrees that under no circumstance will he paint the walls of the leased premises any color other than an off-white latex flat paint without first securing the written permission of the LESSOR.
52. Checks In the event any one of LESSEE'S checks is returned insufficient funds, LESSEE agrees that all future rents will be paid in the form of cash, cashier's check, or money order.
53. Heat - Winter LESSEE agrees to leave his heat on at least 60 degrees day and night during freezing weather and to be responsible for and pay for repairs to all frozen pipes and all water damages to LESSEE'S premises and other tenants premises, due to LESSEE'S failure to maintain adequate heat.
54. Lawns Lessee will not park on the grass at anytime.
55. Business Hours  LESSEE agrees to maintain minimum daily business hours ~~of eight hours per day~~ five days per week, excluding major holidays and inventory times.
56. Subordination LESSEE agrees that this lease shall be subordinate to any existing or future mortgages or trust deeds placed on said property by LESSOR or his heirs or assigns and agrees to execute tenant estoppel agreement if requested by Lessor at any time.
57. Insurance LESSEE agrees to obtain plate glass insurance, liability insurance of at least \$100,000-\$300,000 and casualty insurance on the contents of his business, with Lessor as loss payee and LESSEE agrees to furnish LESSOR a copy of said policies.
58. Air Cond. LESSEE agrees to have air condition filters replaced at least monthly.
59. Condemnation In the event the premises should be condemned by State, Federal or local authorities, this lease shall become null and void.
60. Parking LESSEE agrees that he and all employees will park in the parking lot behind the building at all times, if available. In the event LESSEE, or any of his employees, shall park in front of the building or in front parking lot, LESSEE shall be liable for and pay a penalty or fine of \$10.00 per day per violation. Upon written notice by LESSOR, all tenants and their employees agree to display an emblem on the rear window designating that they park at said center. If parking, in the opinion of LESSOR, becomes limited, the LESSOR shall have the right to request in writing that all LESSEE's and employees park at the rear of the building at all times. Under no condition shall any LESSEE attempt to use this provision as a reason to terminate their lease agreement.

- 46. Sublease** LESSEE agrees that in no event shall the premises be sublet to an amusement center, restaurant, lounge, adult movies, adult bookstore, massage parlor, or other business which, in LESSOR'S opinion, might be detrimental to the LESSOR'S other tenants.
- 47. Notice to Lessor** LESSEE agrees that sixty (60) days prior to the expiration of his lease, he will execute Lease Renewal Agreement to be provided by LESSOR, or advise LESSOR in writing that he does not intend to enter into lease renewal, or pay rent for an additional two (2) months after premises is vacated or until premises is re-rented (whichever occurs first.)
- 48. Sub-Lease Repairs** In the event LESSEE shall sublease the premises, LESSEE agrees to repair any defects or malfunctions in electrical, plumbing, air conditioning, walls or floor covering that occurred during LESSEE'S occupancy of premises. Repairs are to be made before or immediately after LESSEE vacates premises. If LESSEE fails or refuses to make said repairs, Sublessee or LESSOR shall have the right to have said repairs made and LESSEE agrees and shall reimburse said expenses.
- 49. Pets** No dogs, cats, birds, snakes, or other pets shall be allowed on the premises at any time.
- 50. Walls** LESSEE agrees that no mirrors or any other objects shall be glued to the walls by LESSEE, and LESSEE further agrees that before attaching shelves or any other objects to walls, he shall obtain LESSOR'S permission in advance in writing.
- 51. Painting** LESSEE agrees that under no circumstance will he paint the walls of the leased premises any color other than an off-white latex flat paint without first securing the written permission of the LESSOR.
- 52. Checks** In the event any one of LESSEE'S checks is returned insufficient funds, LESSEE agrees that all future rents will be paid in the form of cash, cashier's check, or money order.
- 53. Heat - Winter** LESSEE agrees to leave his heat on at least 60 degrees day and night during freezing weather and to be responsible for and pay for repairs to all frozen pipes and all water damages to LESSEE'S premises and other tenants premises, due to LESSEE'S failure to maintain adequate heat.
- 54. Lawns** Lessee will not park on the grass at anytime.
- 55. Business Hours** LESSEE agrees to maintain minimum daily business hours of eight hours per day five days per week, excluding major holidays and inventory times.
- 56. Subordination** LESSEE agrees that this lease shall be subordinate to any existing or future mortgages or trust deeds placed on said property by LESSOR or his heirs or assigns and agree to execute tenant estoppel agreement if requested by Lessor at any time.
- 57. Insurance** LESSEE agrees to obtain plate glass insurance, liability insurance of at least \$100,000-\$300,000 and casualty insurance on the contents of his business, with Lessor as loss payee and LESSEE agrees to furnish LESSOR a copy of said policies.
- 58. Air Cond.** LESSEE agrees to have air condition filters replaced at least monthly.
- 59. Condemnation** In the event the premises should be condemned by State, Federal or local authorities, this lease shall become null and void.
- 60. Parking** LESSEE agrees that he and all employees will park in the parking lot behind the building at all times, if available. In the event LESSEE, or any of his employees, shall park in front of the building or in front parking lot, LESSEE shall be liable for and pay a penalty or fine of \$10.00 per day per violation. Upon written notice by LESSOR, all tenants and their employees agree to display an emblem on the rear window designating that they park at said center. If parking, in the opinion of LESSOR, becomes limited, the LESSOR shall have the right to request in writing that all LESSEE'S and employees park at the rear of the building at all times. Under no condition shall any LESSEE attempt to use this provision as a reason to terminate their lease agreement.

61. **Arrow Sign** City of Horn Lake prohibits use of any arrow signs.
62. **Lights** In the event any ballasts, fluorescent bulbs, or floodlights in the LESSEE'S premises require replacement, LESSEE agrees to make said replacements at his own expense.
63. **Ice and Snow** LESSEE agrees that no salt or other ice melters will be put on the porches, sidewalks or parking lots at any time. LESSEE, however, may pour sand or other abrasive materials over snow or ice for safety purposes. In the event LESSEE violates this provision of the lease, LESSEE shall be responsible for all repair and replacement of damaged concrete or blacktop. It is fully understood by LESSEE that in the event of snow or ice, it is impossible for LESSOR to clear parking lots. It shall be LESSEE'S duty and responsibility to shovel snow off the porch areas directly in front of his business without the use of salt or snow-melting chemicals which severely damage concrete.
64. **Inoperative Vehicles** LESSEE agrees that no inoperative vehicles will be left on parking lot at any time, and that no vehicles will be stored on said parking lot at any time. If they are, LESSEE hereby authorizes LESSOR to have the vehicles towed away at LESSEE'S expense with no liability on the part of LESSOR.
65. **Security** It is fully understood and agreed by LESSEE that LESSOR furnishes no security service to said premises.
66. **Zoning** It shall be LESSEE'S obligation and responsibility to ascertain whether or not his particular type of business will comply with zoning on said premises.
67. **Sign** Any sign installed by LESSEE must be approved by LESSOR in writing and must be approved, if required by the appropriate design and review board.
68. **Cease of Business** In the event LESSEE'S rent should become more than fifteen (15) days delinquent, and it is obvious to LESSOR that LESSEE has ceased to do business in the premises for at least fifteen (15) days, LESSOR, at his option, may re-take the premises by having a locksmith change locks on said premises and remove and sell any of LESSEE'S personal property found inside said premises to cover the past due rent and expenses of securing a new tenant for said property.
- In the event it becomes necessary for LESSOR to institute this action, it is understood that LESSOR may still pursue all remedies under the original lease for damages, inconvenience, or expense caused to LESSEE by LESSOR'S re-taking of said premises. Furthermore, when said premises are re-taken, LESSEE agrees that under no condition will he enter said premises at any time.
69. **Default** In the event LESSEE becomes in default under the terms of this lease, LESSEE hereby waives written or verbal notice by LESSOR prior to commencement of legal action by LESSOR.
70. **Cancellation of Lease** In the event the tenant in possession should fail or refuse to vacate the premises as expected and anticipated, the new LESSEE'S rent shall be prorated to the date the tenant in possession actually vacates the premises. However, in the event the tenant in possession does not vacate the premises within 20 days from the expected date this lease may be cancelled by the LESSOR of LESSEE by giving the other party written notice of said cancellation of Lease.
71. **Lease Extension** In the event LESSEE does not intend to enter into a Lease Extension Agreement, extending his lease for an additional year, he must give Lessor 60 days written notice by certified mail of his intent not to do so. If this 60 days written notice is not received by LESSOR, the lease or lease renewal then in effect, shall automatically extend for another year, with an increase of rent at Lessor's option of no more than 3% of current rent. Although the lease shall be extended for a year automatically, if no 60 days written notice is received from LESSEE, LESSEE agrees to execute a lease or lease renewal agreement if one is presented to LESSEE by LESSOR. The same 60 days written notice specified above shall apply to each successive annual period that LESSEE retains said premises, without giving LESSOR the 60 days written notice of intent to vacate as specified above.
72. **Parking lot lights** Lessee agrees to pay a pro rata share of the electric utilities for parking lot and sign lights only. The amount of said pro rated utilities shall be added to the monthly rent. There shall be no common area maintenance.

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 promises, 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 or understandings, either oral or written, between them other than are set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

IN TESTIMONY WHEREOF, the above named LESSEE have executed this and two other original instruments of identical tenor and date, on the day and year set forth in Clause 1 of this Lease.

*Joe Poppenheimer by vnx*  
Lessor ~~Joe Poppenheimer~~

By: *Ron Paul* GENERAL MGR.  
Lessee - Mikohn Gaming Corp. INC  
GULF PORT REGION

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

## 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.