

Rerecording to add date of leases and assignor

To the Chancery Clerk: The property described herein is located in 5905 Scott Blvd., Suite 9 Horn Lake, MS 38637

STATE OF MISSISSIPPI - DEPUTY CLERK

SEP 30 4 44 PM '02

BK 95 PG 692 W.E. DAVIS CH. CLK.

Prepared by: P BOOK 0095 PAGE 0692 Austin Law Firm, P.A. 6928 Cobblestone Drive, Suite 100 Southaven, MS 38671 Tel: 662-890-7575

ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made this 23rd day of September, by

JK Woods, LLC (herein called "Assignor"),

WITNESSETH: P BOOK 0096 PAGE 0025

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Lender that certain Lease Agreement between JK Woods, LLC, and Wayne Walls, Catfish Corner Catering, Tenat Company (the "Tenant") and Assignor dated as of *9/18/2002, 9/19/2002, 9/17/2002 respectively (the "Lease"), which covers all or a portion of the property (hereinafter called the "Mortgaged Premises") described in Exhibit "A" attached hereto and made a part hereof;

Together with any substitutions, amendments, modifications, extensions, options or renewals which the Assignor has previously or hereafter may permit, grant or enter into;

Together with all the right, power and authority of Assignor to alter, modify or change the terms of said Agreement, or to surrender, cancel or terminate the same, without the prior written consent of Lender; and

Together with all rents, income and profits arising from said Agreement and renewals thereof, if any, and together with all rents, income and profits due or to become due from the Mortgaged Premises and from all leases for the use and occupation of the Mortgaged Premises which are now in existence or which may be executed in the future, during the term of this Assignment;

FOR THE PURPOSE OF SECURING:

ONE: Payment of the indebtedness evidenced by that certain Promissory Note of even date herewith (including any extensions or renewals thereof), in the principal sum of \$ 529,853.25, executed by Assignor, payable to the order of Lender (hereinafter called the "Note"), and secured by a Deed of Trust (hereinafter called the "Mortgage") upon the Mortgaged Premises.

TWO: Payment of all other sums, with interest thereon, becoming due and payable to Lender under the provisions hereof, and under the provisions of said Note and Mortgage.

THREE: The performance and discharge of each and every obligation, covenant and agreement of Assignor herein and in said Note and Mortgage.

FOUR: Also such future and additional advances of any and all nature as may be made to the Assignor, or any of them, by the Lender (the Lender to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness of any and all nature of the Assignor, or any of them, heretofore, now, or hereafter contracted with or otherwise acquired by the Lender, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, overdraft or otherwise, including also any indebtedness of any Assignor made as a joint maker, surety, endorser or guarantor, together with all extensions, renewals and modifications, including but not limited to changes in interest rates, indices, payment terms, maturity dates and the methods or formulas used to determine interest rates, of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not. Unless expressed otherwise, no novation is intended by any modifications referred to herein.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR REPRESENTS, WARRANTS AND COVENANTS:

(1) To observe and perform all of the obligations imposed upon Assignor in the Agreement, and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income or profits arising or accruing from the mortgaged premises in advance of the time when the same become due under the terms of the Lease; not to discount any future accruing rents; not to execute any other assignment of the Lease or of rents, or profits of the mortgaged premises unless the same shall recite that it is subject to the terms hereof; and not to alter, modify or change the terms of the Lease, or surrender, cancel or terminate the same, without the prior written consent of Lender.

(2) To assign and transfer to Lender any and all further leases upon all or any part of the Mortgaged Premises, and to execute and deliver, at the request of Lender, all such further assurances and assignments in the premises as Lender shall from time to time require.

(3) That Assignor is the owner of the entire Lessor's interest in the Lease; that the Lease is valid and enforceable and that the Tenant is not in default under any of the terms hereof and no rent reserved in the Lease has been anticipated or assigned.

OCT 10 8 36 AM '02

Initials

Handwritten signature: J.A. Menz

P BK 96 PG 25 W.E. DAVIS CH. CLK.

B. IT IS MUTUALLY AGREED THAT:

(1) So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in said Lease, Note or Mortgage, Assignor shall have the right to collect, upon but not prior to accrual, all rents, issues and profits from said Mortgaged Premises and to retain, use and enjoy the same.

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(2) Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Note, Mortgage or Lease, Lender, without in any way waiving such default, may at its option take possession of the Mortgaged Premises and have, hold, manage, lease and operate the same, on such terms and for such period of time as Lender may deem proper, and may collect and receive all rents, issues and profits to the payment of (a) the cost of all such alterations, renovations, repairs and replacements, and expenses incident to taking and retaining possession of the Mortgaged Premises, and the management and operation thereof, and keeping the same properly insured, and (b) all taxes, charges, claims, assessments, and premiums for said insurance, with interest on all such items, and (c) the indebtedness secured hereby, together with all costs and attorney's fees, in such order of priority as to any of such items as Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(3) Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment; and Assignor shall and does hereby agree to indemnify Lender for and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Agreement. Should Lender incur any liability, loss or damage under the Agreement or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Assignor shall reimburse Lender therefor immediately upon demand, and upon failure of Assignor so to do Lender may declare all sums secured hereby, immediately due and payable. Assignor, jointly and severally if more than one, agrees to pay Lender interest on any advances, including, without limitation, for payment of rent taxes, assessments, insurance, repairs, remedial action in compliance with laws or regulations, obtaining appraisals, curing defaults under prior liens, protection of the property herein described, and all other expenses, attorneys' fees and costs incurred in enforcing the provisions of this Assignment, calculated from the date of any such advance at the highest rate specified in any note or notes secured hereby.

(4) This Assignment shall remain in full force and effect as to all future advances and other extensions of credit from Lender to Assignor, or any of them, made pursuant to this Assignment, the Mortgage, or any note(s) or other agreement secured hereby or thereby, regardless of whether the balance due thereunder may, from time to time, be reduced to zero or the money secured hereby otherwise is paid, and the lien hereof shall continue and not be discharged until all agreements between Assignor and Lender for further advances or extensions of credit have been terminated and this Assignment fully performed by Assignor and released of record by Lender.

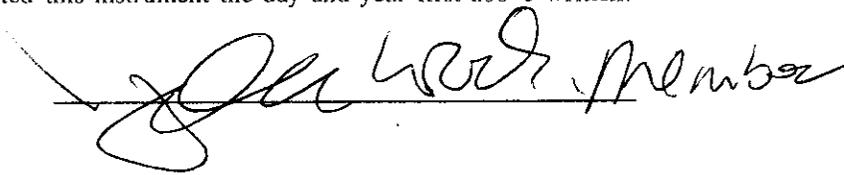
(5) A demand on Tenant by Lender for the payment of any amounts due under the Lease on any default claimed by Lender shall be sufficient warrant to said Tenant to make future payments to Lender, without the necessity of further consent by said Assignor. Lender may, one or more times, take or release other security; release any party primarily or secondarily liable for any indebtedness secured hereby; grant extensions, renewals or indulgences with respect to such indebtedness; and apply any other security therefor held by it to the satisfaction of such indebtedness, all without notice to Assignor and without prejudice to any of Lender's rights hereunder.

(6) Nothing herein contained and no act done or omitted by Lender pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Lender of its rights and remedies under said Note, Mortgage and Lease, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of lender to collect said indebtedness and to enforce any other security therefor owned by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(7) The term "Lease" as used herein means the lease agreement hereby assigned or any extensions or renewals thereof, and any lease subsequently executed by Assignor covering the Mortgaged Premises or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

(8) This Assignment is binding upon and inures to the benefit of Lender and any holder of the aforesaid Note and Mortgage, and is binding upon and inures to the benefit of Assignor and any owner of the mortgaged premises.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.



Initials 

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

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Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 19____, within my jurisdiction, the within named _____, who acknowledged that _____ executed the above and foregoing instrument. (he, she, they)

My Commission Expires: _____

Notary Public

CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT (one signer)

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of September, 2002, within my jurisdiction, the within named John A Woods (Name of Person Authorized to Sign), who acknowledged that he is Member (He, She) (Title of Person Signing) of JK Woods, LLC (Name of Entity), a Ms. Limited Liability Co., and that for and on behalf of the said JK Woods, LLC (Name of Entity), and as its act and deed he (He, She) executed the above and foregoing instrument, after first having been duly authorized by said JK Woods, LLC (Name of Entity) to do.



Christian Bicknell Notary Public

CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT (multi-signers)

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 19____, within my jurisdiction, the within named _____ and _____ (Names of persons authorized to sign on behalf of Entity) who acknowledged that they are _____ and _____ (Titles of persons authorized to sign) respectively, of _____ (Name of Entity), (Corporation, Partnership, Limited Liability Co.) and that for and on behalf of the said _____ (Name of Entity), and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said _____ (Name of Entity) so to do.

My Commission Expires: _____

Notary Public

PREPARED BY & RETURN TO: AUSTIN LAW FIRM, P.A. ATTORNEYS AT LAW 1028 COBLESTONE DRIVE, SUITE 100 SOUTHAVEN, MS 38672 662-896-7375

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LEASE AGREEMENT

1. PARTIES

This lease, dated this the 18th day of September 2002, between JK Woods, LLC, party of the first part, hereinafter called Lessor, and Tenant Company party of the second part, hereinafter called Lessee.

2. CONSIDERATION

WITNESSETH: That each of the aforesaid parties acknowledged 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 said Lessee the following described premises situated in Olive Branch, DeSoto County, Mississippi, to-wit:

5905 Scott Blvd., Suite

Horn Lake, MS 38637

To be used for the purposes of: Warehouse and office for the storage of industrial equipment

4. TERM

vcm
October
September
TO HAVE AND TO HOLD the above described premises unto the Lessee for the period of 30 ~~days~~ ~~months~~ commencing on the 1st day of October, and ending on the 30 day of September. Any rental term beginning before the first day of the month shall have the monthly rental prorated. Month to Month Rental vcm

5. RENTAL

Lessee hereby covenants and agrees to pay Lessor as rent for the aforesaid premises the total sum of the following schedule:

Year	Annual Rent	Monthly Rent	Month to Month payments of
1	<u>15,240.00</u>	<u>1,270.00</u>	1,270.00 vcm
2	<u>15,240.00</u>	<u>1,270.00</u>	
3	<u>15,240.00</u>	<u>1,270.00</u>	

Said payments to be paid in twelve (12) equal installments per year with each installment due on the first (1st) of each month. Lessee shall pay first month's rental and security deposit with the signing of the Lease.

Lessor may run a credit report on Lessee expense. Security deposit is refundable within 30 days after the end of the lease term after the faithful performance of all of the terms and conditions contained herein.

It is agreed and understood that the Lessee shall deposit _____ as a security deposit.

All rentals due under this Lease should be mailed to JK Woods, LLC 5905 Scott Blvd, Suite 9, Horn Lake, MS 38637 and made payable to the order of JK Woods, LLC. In the event said payments are not paid by the 5th day of each month, Lessor shall be entitled to a late charge in the amount of \$40.00 per day, retroactive to the first (1st) day of the month.

6. PROOF OF PAYMENT

The burden of proof of payment of rent in case of controversy shall be upon the Lessee.

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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 interest of the Lessee in the 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 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 the Lessee to be performed, Lessor will guarantee to the Lessee the quiet, peaceful and uninterrupted possession of the said premises.

The Lessee hereby further covenants:

9. LAWFUL AND MORAL USES

That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or 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 the laws of the City of Horn Lake, that are enforced.

10. PROTECTION FROM VIOLATIONS

To save and hold the Lessor harmless from violations of the laws of the United States, State of Mississippi, and the ordinances and the laws of the City of Horn Lake.

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. INVALIDATION 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 premises any trade or occupation or suffer to be done anything which may render an increased or extra 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 (10) days after the Lessee shall have been advised of the amount thereof.

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15. ADVERTISING AND SIGNAGE

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. Lessee shall have the right to advertise its own business by erection of a suitable sign on the door leading into the demised office space. The Lessor reserves the right to approve or reject the type of sign and method of installation. All signage is at Lessee's expense. Lessee agrees for any and all signage on the leased premises to be in compliance with City of Horn Lake ordinance.

16. ALTERATIONS

Not to make any changes, alterations, or additions about said building or premises without first obtaining written consent of the Lessor and in no event to do anything that shall weaken the building or structure now or that may hereafter be erected on the premises.

17. DAMAGES, ACCIDENTS, ETC.

To hold Lessor harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any power plant, machinery, stairway, signs, awning, glass, brick, and other building material, hatch, coal chute or other openings, flag pole, and any other things in or pertaining to any other parts of said premises, or things in or pertaining to or upon the premises during the term of this lease or while the Lessee is occupying the premises.

18. PLATE GLASS INSURANCE

To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to the Lessor with a loss clause payable to the Lessor.

19. INSOLVENCY

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 or 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 thirty (30) days in advance.

20. DELIVERY AT END OF LEASE

And on the expiration of the term of this lease to deliver unto the 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.

21. RIGHT OF ENTRY

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.

22. DEFAULT

All covenants and agreements herein made and obligations assumed to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any of the aforesaid installments or rents, or should fail to perform or observe any of

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the covenants, agreements or obligations herein made or assumed by said Lessee, then and thereafter, in any of said events, this Lease may be forfeited and thereby become null 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 the Lessor's former estate and remove therefrom all goods and chattels not thereto properly belong, and expel said Lessee and all other persons who may be in possession of said premises and building, and that, too, without demand of notice.

23. RIGHT TO TERMINATE NOT EXCLUSIVE

The right of the Lessor to terminate this lease as herein set forth is in addition to and not in exhaustion of such other right 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 or causes of action that the Lessor might otherwise have.

24. 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.

25. 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 120 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 the rebuilding or repairs can be completed within 120 days, the Lessor covenants and agrees to make such repairs with reasonable promptness and dispatch, and 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.

26. RENEWAL

No renewal of this Lease will be binding on either party unless it is put in writing and signed by the Lessor and the Lessee.

27. WAIVER OF BREACH

It is hereby covenanted and agreed that no waiver of a 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.

28. ATTORNEYS 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 Lessee to comply with any of the covenants, obligations or conditions imposed by this Lease.

29. 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.

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30. COVENANTS RUN TO HEIR, ETC.

It is hereby covenanted and agreed between the parties 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 represent one or more than one person. In the event said property that the demised premises is located upon is sold, this Lease shall be fully assignable by Lessor to any successor owner.

31. ROOF AND OTHER REPAIRS

Lessor is responsible for roof and outside wall repairs. Lessee is responsible for all inside repairs including heating repairs and plumbing repairs. Lessee will maintain all wiring including outside meter center. Lessee shall also maintain all exterior door closures. Lessee is responsible for all air conditioning and heating maintenance, and total replacement, if necessary, and must return the same to the Lessor in good working order. The Lessor reserves the right to inspect the systems to see that it is in good working order at the end of the Lease.

The Lessor will see that the heating and air conditioning systems are in working order when the Lessee first occupies the building, and for the first two weeks of the Lease. After the first two weeks (14 days) the Lessee has the responsibility of maintaining the air and heat system.

The Lessee agrees to regularly maintain the heating and air conditioning systems by having a contract with a third party to change the filters, to oil the motor, and other moving parts. If the tenant does not contract with a third party for the services, he shall furnish the landlord his own schedule, and the way he intends to carry it out. It is imperative that the tenant maintains and services the heating and air conditioning plant.

The Lessee agrees to repair or replace as necessary any interior damage resulting as a consequence of leaks, or for the stoppage of water, sewer, gas, or drain pipes by reason of freezing or any other cause or obstructions due to Lessee, its employees, independent contractors, or customers' negligence. The Lessor is responsible for the roof, walls, and utility mains to the building providing gas, water, and sewer service. However, should damage occur to any of the aforementioned due to the negligence of the Lessee, then Lessee shall remedy the same promptly at the Lessee's expense. In the event that failure of utility main is the fault of utility company, Lessor is not responsible.

32. UTILITIES

All heat, electric current, gas or other utilities used on the leased premises to be paid for by Lessee.

33. TAX ESCALATION

The Lessor agrees to pay real estate taxes assessed to Lessor upon its land, building and improvements and pay for the insurance on its improvements with the understanding that in the event, at any time during the term of this Lease, the Lessee agrees to pay to the Lessor its pro rata share of any increase in annual taxes and/or insurance levied following the taxes for the base year of 2002. Lessee shall be obligated under the provision of this paragraph whether such increase in annual costs results from an increase in the tax assessment, the tax rate, insurance premium increase or the imposition of new or additional taxes, fees or service charges on the leased premises or the rental. Lessee shall within fifteen (15) days from the receipt of a notice and bill

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from Lessor, pay to Lessor its proportionate share of such increase, an additional rental and said share being equal to the amount of such increase on Lessor's overall property of which demised premises are a part, multiplied by the proportion of the Lessee's building floor area divided by the total floor area of the overall property. Taxes for past years are to be prorated.

34. INSURANCE

Unless elsewhere herein provided, the Lessor is to carry fire, extended coverage insurance with vandalism, malicious mischief on the building of which the demised premises are a part, and the Lessee is to carry insurance to protect its merchandise, equipment and leasehold improvements, if any. Upon request of Lessor, Lessee agrees to furnish proof of such insurance to Lessor. Lessee agrees to provide Lessor evidence of general liability insurance with minimum coverage limits of \$500,000.

35. RIGHT TO COMMON AREA

Lessee, its customers, invitees and licensees shall have the non-exclusive right to use in common with the Lessor, its licensees and invitees and in common with other Lessees or occupants of stores which are or may be erected within the shopping center, for the purpose of ingress and egress to or from the demised premises and to the other stores, and for the purpose of parking and loading and unloading. The Lessor shall have the right to establish reasonable regulations relating to the use of the parking areas.

36. CREDIT REFERENCES, FINANCIAL STATEMENTS

Lessee hereby specifically authorizes Lessor to obtain credit references from any source Lessor deems appropriate, including but not limited to any credit bureau. Lessee understands and agrees that Lessor shall have the right to run periodic credit checks on Lessee during the term of this Lease. Lessee hereby states that its Social Security Number/Tax I.D. Number is _____.

37. OTHER COVENANTS

(1) Lessor hereby agrees to deliver to Lessee _____ s.f. of office / warehouse space in "as is" condition. (2) At no time is Lessee to charge any work or repairs or material to Lessor. (3) All commercial tenants must comply with Fire Department rules and regulations and supply their own fire extinguishers as well as obtain a use and occupancy permit from the city.

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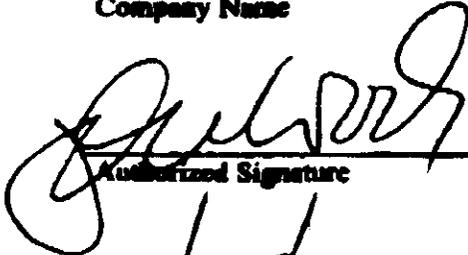
In witness whereof the parties heroby covenant and agree as described above on the day and year therein written.

LESSOR

LESSEE

By: JK Woods, LLC
Company Name

By: Tennant Company
Company Name


Authorized Signature


Authorized Signature

9/19/02
Date

9-23-02
Date

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LEASE AGREEMENT

1. PARTIES

This lease, dated this the 19th day of September 2002, between JK Woods, LLC, party of the first part, hereinafter called Lessor, and Wayne Walls, party of the second part, hereinafter called Lessee.

2. CONSIDERATION

WITNESSETH: That each of the aforesaid parties acknowledged 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 said Lessee the following described premises situated in Olive Branch, DeSoto County, Mississippi, to-wit:

5905 Scott Blvd., Suite ____

Horn Lake, MS 38637

To be used for the purposes of: Warehouse and office space

4. TERM

TO HAVE AND TO HOLD the above described premises unto the Lessee for the period of (1) one year(s) commencing on the 1st day of October, and ending on the 31st day of September 2003. Any rental term beginning before the first day of the month shall have the monthly rental prorated.

5. RENTAL

Lessee hereby covenants and agrees to pay Lessor as rent for the aforesaid premises the total sum of the following schedule:

Year	Annual Rent	Monthly Rent
1	<u>10,800.00</u>	<u>900.00</u>
2	_____	_____
3	_____	_____

Said payments to be paid in twelve (12) equal installments per year with each installment due on the first (1st) of each month. Lessee shall pay first month's rental and security deposit with the signing of the Lease.

Lessor may run a credit report on Lessee expense. Security deposit is refundable within 30 days after the end of the lease term after the faithful performance of all of the terms and conditions contained herein.

It is agreed and understood that the Lessee shall deposit Ø as a security deposit.

All rentals due under this Lease should be mailed to JK Woods, LLC 5905 Scott Blvd, Suite 9, Horn Lake, MS 38637 and made payable to the order of JK Woods, LLC. In the event said payments are not paid by the 5th day of each month, Lessor shall be entitled to a late charge in the amount of \$40.00 per day, retroactive to the first (1st) day of the month.

6. PROOF OF PAYMENT

The burden of proof of payment of rent in case of controversy shall be upon the Lessee.

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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 interest of the Lessee in the 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 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 the Lessee to be performed, Lessor will guarantee to the Lessee the quiet, peaceful and uninterrupted possession of the said premises.

The Lessee hereby further covenants:

9. LAWFUL AND MORAL USES

That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or 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 the laws of the City of Horn Lake, that are enforced.

10. PROTECTION FROM VIOLATIONS

To save and hold the Lessor harmless from violations of the laws of the United States, State of Mississippi, and the ordinances and the laws of the City of Horn Lake.

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. INVALIDATION 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 premises any trade or occupation or suffer to be done anything which may render an increased or extra 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 (10) days after the Lessee shall have been advised of the amount thereof.

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15. ADVERTISING AND SIGNAGE

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. Lessee shall have the right to advertise its own business by erection of a suitable sign on the door leading into the demised office space. The Lessor reserves the right to approve or reject the type of sign and method of installation. All signage is at Lessee's expense. Lessee agrees for any and all signage on the leased premises to be in compliance with City of Horn Lake ordinance.

16. ALTERATIONS

Not to make any changes, alterations, or additions about said building or premises without first obtaining written consent of the Lessor and in no event to do anything that shall weaken the building or structure now or that may hereafter be erected on the premises.

17. DAMAGES, ACCIDENTS, ETC.

To hold Lessor harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any power plant, machinery, stairway, signs, awning, glass, brick, and other building material, hatch, coal chute or other openings, flag pole, and any other things in or pertaining to any other parts of said premises, or things in or pertaining to or upon the premises during the term of this lease or while the Lessee is occupying the premises.

18. PLATE GLASS INSURANCE

To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to the Lessor with a loss clause payable to the Lessor.

19. INSOLVENCY

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 or 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 thirty (30) days in advance.

20. DELIVERY AT END OF LEASE

And on the expiration of the term of this lease to deliver unto the 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.

21. RIGHT OF ENTRY

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.

22. DEFAULT

All covenants and agreements herein made and obligations assumed to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any of the aforesaid installments or rents, or should fail to perform or observe any of

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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 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 the Lessor's former estate and remove therefrom all goods and chattels not thereto properly belong, and expel said Lessee and all other persons who may be in possession of said premises and building, and that, too, without demand of notice.

23. RIGHT TO TERMINATE NOT EXCLUSIVE

The right of the Lessor to terminate this lease as herein set forth is in addition to and not in exhausting of such other right 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 or causes of action that the Lessor might otherwise have.

24. 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.

25. 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 120 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 the rebuilding or repairs can be completed within 120 days, the Lessor covenants and agrees to make such repairs with reasonable promptness and dispatch, and 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.

26. RENEWAL

No renewal of this Lease will be binding on either party unless it is put in writing and signed by the Lessor and the Lessee.

27. WAIVER OF BREACH

It is hereby covenanted and agreed that no waiver of a 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.

28. ATTORNEYS 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 Lessee to comply with any of the covenants, obligations or conditions imposed by this Lease.

29. 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.

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30. COVENANTS RUN TO HEIRS, ETC.

It is hereby covenanted and agreed between the parties 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 represent one or more than one person. In the event said property that the demised premises is located upon is sold, this Lease shall be fully assignable by Lessor to any successor owner.

31. ROOF AND OTHER REPAIRS

Lessor is responsible for roof and outside wall repairs. Lessee is responsible for all inside repairs including heating repairs and plumbing repairs. Lessee will maintain all wiring including outside meter center. Lessee shall also maintain all exterior door closures. Lessee is responsible for all air conditioning and heating maintenance, and total replacement, if necessary, and must return the same to the Lessor in good working order. The Lessor reserves the right to inspect the system to see that it is in good working order at the end of the Lease.

The Lessor will see that the heating and air conditioning systems are in working order when the Lessee first occupies the building, and for the first two weeks of the Lease. After the first two weeks (14 days) the Lessee has the responsibility of maintaining the air and heat system.

The Lessee agrees to regularly maintain the heating and air conditioning system by having a contract with a third party to change the filters, to oil the motor, and other moving parts. If the tenant does not contract with a third party for the services, he shall furnish the landlord his own schedule, and the way he intends to carry it out. It is imperative that the tenant maintains and services the heating and air conditioning plant.

The Lessee agrees to repair or replace as necessary any interior damage resulting as a consequence of leaks, or for the stoppage of water, sewer, gas, or drain pipes by reason of freezing or any other cause or obstructions due to Lessee, its employees, independent contractors, or customers' negligence. The Lessor is responsible for the roof, walls, and utility mains to the building providing gas, water, and sewer service. However, should damage occur to any of the aforementioned due to the negligence of the Lessee, then Lessee shall remedy the same promptly at the Lessee's expense. In the event that failure of utility main is the fault of utility company, Lessor is not responsible.

32. UTILITIES

All heat, electric current, gas or other utilities used on the leased premises to be paid for by Lessee.

33. TAX ESCALATION

The Lessor agrees to pay real estate taxes assessed to Lessor upon its land, building and improvements and pay for the insurance on its improvements with the understanding that in the event, at any time during the term of this Lease, the Lessee agrees to pay to the Lessor its pro rata share of any increase in annual taxes and/or insurance levied following the taxes for the base year of 2002. Lessee shall be obligated under the provision of this paragraph whether such increase in annual costs results from an increase in the tax assessment, the tax rate, insurance premium increase or the imposition of new or additional taxes, fees or service charges on the leased premises or the rental. Lessee shall within fifteen (15) days from the receipt of a notice and bill

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LEASE AGREEMENT

1. PARTIES

This lease, dated this the 17th day of September 2002, between JK Woods, LLC, party of the first part, hereinafter called Lessor, and Catfish Corner Catering, party of the second part, hereinafter called Lessee.

2. CONSIDERATION

WITNESSETH: That each of the aforesaid parties acknowledged 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 said Lessee the following described premises situated in Olive Branch, DeSoto County, Mississippi, to-wit:

**5905 Scott Blvd., Suites 6, 7, 8, 9
Horn Lake, MS 38637**

To be used for the purposes of: Catering Offices

4. TERM

TO HAVE AND TO HOLD the above described premises unto the Lessee for the period of three (3) years commencing on the 1st day of September 2002, and ending on the 31st day of August 2005. Any rental term beginning before the first day of the month shall have the monthly rental prorated.

5. RENTAL

Lessee hereby covenants and agrees to pay Lessor as rent for the aforesaid premises the total sum of the following schedule:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$36,000.00	\$3,000.00
2	\$36,000.00	\$3,000.00
3	\$36,000.00	\$3,000.00

Said payments to be paid in twelve (12) equal installments per year with each installment due on the first (1st) of each month. Lessee shall pay first month's rental and security deposit with the signing of the Lease.

Lessor may run a credit report on Lessee expense. Security deposit is refundable within 30 days after the end of the lease term after the faithful performance of all of the terms and conditions contained herein.

It is agreed and understood that the Lessee shall deposit \$3,000.00 as a security deposit.

All rentals due under this Lease should be mailed to JK Woods, LLC 5905 Scott Blvd, Suite 9, Horn Lake, MS 38637 and made payable to the order of JK Woods, LLC. In the event said payments are not paid by the 5th day of each month, Lessor shall be entitled to a late charge in the amount of \$40.00 per day, retroactive to the first (1st) day of the month.

6. PROOF OF PAYMENT

The burden of proof of payment of rent in case of controversy shall be upon the Lessee.

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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 interest of the Lessee in the 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 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 the Lessee to be performed, Lessor will guarantee to the Lessee the quiet, peaceful and uninterrupted possession of the said premises.

The Lessee hereby further covenants:

9. LAWFUL AND MORAL USES

That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or 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 the laws of the City of Horn Lake, that are enforced.

10. PROTECTION FROM VIOLATIONS

To save and hold the Lessor harmless from violations of the laws of the United States, State of Mississippi, and the ordinances and the laws of the City of Horn Lake.

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. INVALIDATION 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 premises any trade or occupation or suffer to be done anything which may render an increased or extra 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 (10) days after the Lessee shall have been advised of the amount thereof.

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15. ADVERTISING AND SIGNAGE

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. Lessee shall have the right to advertise its own business by erection of a suitable sign on the door leading into the demised office space. The Lessor reserves the right to approve or reject the type of sign and method of installation. All signage is at Lessee's expense. Lessee agrees for any and all signage on the leased premises to be in compliance with City of Horn Lake ordinance.

16. ALTERATIONS

Not to make any changes, alterations, or additions about said building or premises without first obtaining written consent of the Lessor and in no event to do anything that shall weaken the building or structure now or that may hereafter be erected on the premises.

17. DAMAGES, ACCIDENTS, ETC.

To hold Lessor harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any power plant, machinery, stairway, signs, awning, glass, brick, and other building material, hatch, coal chute or other openings, flag pole, and any other things in or pertaining to any other parts of said premises, or things in or pertaining to or upon the premises during the term of this lease or while the Lessee is occupying the premises.

18. PLATE GLASS INSURANCE

To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to the Lessor with a loss clause payable to the Lessor.

19. INSOLVENCY

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 or 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 thirty (30) days in advance.

20. DELIVERY AT END OF LEASE

And on the expiration of the term of this lease to deliver unto the 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.

21. RIGHT OF ENTRY

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.

22. DEFAULT

All covenants and agreements herein made and obligations assumed to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any of the aforesaid installments or rents, or should fail to perform or observe any of

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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 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 the Lessor's former estate and remove therefrom all goods and chattels not thereto properly belong, and expel said Lessee and all other persons who may be in possession of said premises and building, and that, too, without demand of notice.

23. RIGHT TO TERMINATE NOT EXCLUSIVE

The right of the Lessor to terminate this lease as herein set forth is in addition to and not in exhausting of such other right 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 or causes of action that the Lessor might otherwise have.

24. 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.

25. 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 120 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 the rebuilding or repairs can be completed within 120 days, the Lessor covenants and agrees to make such repairs with reasonable promptness and dispatch, and 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.

26. RENEWAL

No renewal of this Lease will be binding on either party unless it is put in writing and signed by the Lessor and the Lessee.

27. WAIVER OF BREACH

It is hereby covenanted and agreed that no waiver of a 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.

28. ATTORNEYS 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 Lessee to comply with any of the covenants, obligations or conditions imposed by this Lease.

29. 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.

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30. COVENANTS RUN TO HEIRS, ETC.

It is hereby covenanted and agreed between the parties 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 represent one or more than one person. In the event said property that the demised premises is located upon is sold, this Lease shall be fully assignable by Lessor to any successor owner.

31. ROOF AND OTHER REPAIRS

Lessor is responsible for roof and outside wall repairs. Lessee is responsible for all inside repairs including heating repairs and plumbing repairs. Lessee will maintain all wiring including outside meter center. Lessee shall also maintain all exterior door closures. Lessee is responsible for all air conditioning and heating maintenance, and total replacement, if necessary, and must return the same to the Lessor in good working order. The Lessor reserves the right to inspect the system to see that it is in good working order at the end of the Lease.

The Lessor will see that the heating and air conditioning systems are in working order when the Lessee first occupies the building, and for the first two weeks of the Lease. After the first two weeks (14 days) the Lessee has the responsibility of maintaining the air and heat system.

The Lessee agrees to regularly maintain the heating and air conditioning system by having a contract with a third party to change the filters, to oil the motor, and other moving parts. If the tenant does not contract with a third party for the services, he shall furnish the landlord his own schedule, and the way he intends to carry it out. It is imperative that the tenant maintains and services the heating and air conditioning plant.

The Lessee agrees to repair or replace as necessary any interior damage resulting as a consequence of leaks, or for the stoppage of water, sewer, gas, or drain pipes by reason of freezing or any other cause or obstructions due to Lessee, its employees, independent contractors, or customers' negligence. The Lessor is responsible for the roof, walls, and utility mains to the building providing gas, water, and sewer service. However, should damage occur to any of the aforementioned due to the negligence of the Lessee, then Lessee shall remedy the same promptly at the Lessee's expense. In the event that failure of utility main is the fault of utility company, Lessor is not responsible.

32. UTILITIES

All heat, electric current, gas or other utilities used on the leased premises to be paid for by Lessee.

33. TAX ESCALATION

The Lessor agrees to pay real estate taxes assessed to Lessor upon its land, building and improvements and pay for the insurance on its improvements with the understanding that in the event, at any time during the term of this Lease, the Lessee agrees to pay to the Lessor its pro rata share of any increase in annual taxes and/or insurance levied following the taxes for the base year of 2002. Lessee shall be obligated under the provision of this paragraph whether such increase in annual costs results from an increase in the tax assessment, the tax rate, insurance premium increase or the imposition of new or additional taxes, fees or service charges on the leased premises or the rental. Lessee shall within fifteen (15) days from the receipt of a notice and bill

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from Lessor, pay to Lessor its proportionate share of such increase, as additional rental and said share being equal to the amount of such increase on Lessor's overall property of which demised premises are a part, multiplied by the proration of the Lessee's building floor area divided by the total floor area of the overall property. Taxes for part years are to be prorated.

34. INSURANCE

Unless elsewhere herein provided, the Lessor is to carry fire, extended coverage insurance with vandalism, malicious mischief on the building of which the demised premises are a part, and the Lessee is to carry insurance to protect its merchandise, equipment and leasehold improvements, if any. Upon request of Lessor, Lessee agrees to furnish proof of such insurance to Lessor. Lessee agrees to provide Lessor evidence of general liability insurance with minimum coverage limits of \$500,000.

35. RIGHT TO COMMON AREA

Lessee, its customers, invitees and licensees shall have the non-exclusive right to use in common with the Lessor, its licensees and invitees and in common with other Lessees or occupants of stores which are or may be erected within the shopping center, for the purpose of ingress and egress to or from the demised premises and to the other stores, and for the purpose of parking and loading and unloading. The Lessor shall have the right to establish reasonable regulations relating to the use of the parking areas.

36. CREDIT REFERENCES, FINANCIAL STATEMENTS

Lessee hereby specifically authorizes Lessor to obtain credit references from any source Lessor deems appropriate, including but not limited to any credit bureau. Lessee understands and agrees that Lessor shall have the right to run periodic credit checks on Lessee during the term of this Lease. Lessee hereby states that its Social Security Number/Tax I.D. Number is _____.

37. OTHER COVENANTS

(1) Lessor hereby agrees to deliver to Lessee 6,000 s.f. of office / warehouse space in "as is" condition. (2) At no time is Lessee to charge any work or repairs or material to Lessor. (3) All commercial tenants must comply with Fire Department rules and regulations and supply their own fire extinguishers as well as obtain a use and occupancy permit from the city.

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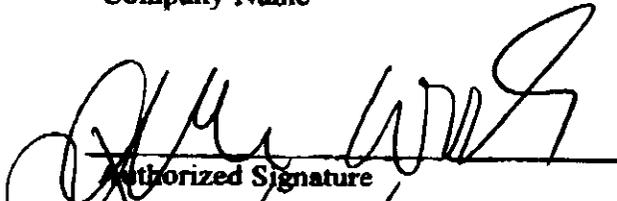
In witness whereof the parties hereby covenant and agree as described above on the day and year therein written.

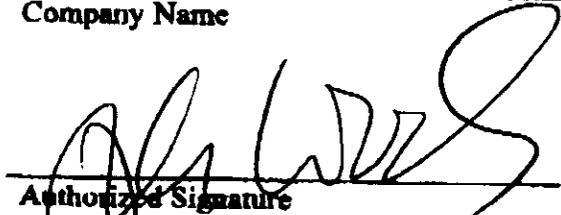
LESSOR

LESSEE

By: JK Woods, LLC
Company Name

By: CATFISH CORNER CATERING
Company Name


Authorized Signature


Authorized Signature

9/17/02
Date

9/17/02
Date

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from Lessor, pay to Lessor its proportionate share of such increase, as additional rental and said share being equal to the amount of such increase on Lessor's overall property of which demised premises are a part, multiplied by the proration of the Lessee's building floor area divided by the total floor area of the overall property. Taxes for part years are to be prorated.

34. INSURANCE

Unless elsewhere herein provided, the Lessor is to carry fire, extended coverage insurance with vandalism, malicious mischief on the building of which the demised premises are a part, and the Lessee is to carry insurance to protect its merchandise, equipment and leasehold improvements, if any. Upon request of Lessor, Lessee agrees to furnish proof of such insurance to Lessor. Lessee agrees to provide Lessor evidence of general liability insurance with minimum coverage limits of \$500,000.

35. RIGHT TO COMMON AREA

Lessee, its customers, invitees and licensees shall have the non-exclusive right to use in common with the Lessor, its licensees and invitees and in common with other Lessees or occupants of stores which are or may be erected within the shopping center, for the purpose of ingress and egress to or from the demised premises and to the other stores, and for the purpose of parking and loading and unloading. The Lessor shall have the right to establish reasonable regulations relating to the use of the parking areas.

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37. OTHER COVENANTS

(1) Lessor hereby agrees to deliver to Lessee _____ s.f. of office / warehouse space in "as is" condition. (2) At no time is Lessee to charge any work or repairs or material to Lessor. (3) All commercial tenants must comply with Fire Department rules and regulations and supply their own fire extinguishers as well as obtain a use and occupancy permit from the city.

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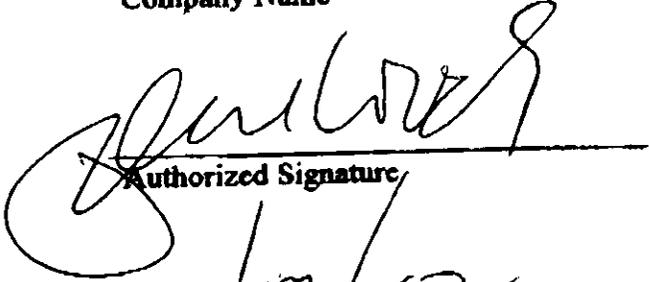
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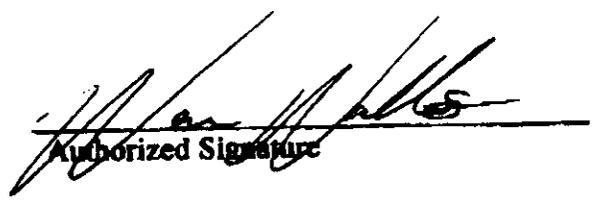
LESSOR

LESSEE

By: JK Woods, LLC
Company Name

By:
Company Name


Authorized Signature


Authorized Signature

9/19/02
Date

9-23-02
Date