

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is executed this the 23rd day of March, 2006, by and between **Abdul-Majid Nasser** (hereinafter "Borrower") and **Kyong Suk Feldman** (hereinafter "Lender").

WHEREAS, Borrower has executed a Promissory Note to Lender, even dated herewith (the "Note"), and

WHEREAS, Seller/Lender has required, as a condition of accepting said "Note", that Borrower (among other things) execute this agreement to secure all obligations under the Note.

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Liability Secured. This Agreement is entered into as security for the payment of the Note in the amount of \$370,000.00 of even date, bearing interest at the rate of 6.0% A.P.R.

2. Granting Clause. As security for the obligations under the Note, the Borrower does hereby grant, pledge, transfer, sell, assign, convey and deliver to the Lender a security interest in, all of the right, title and interest of Borrower, in and to the personal property listed on Exhibit "A" hereto, which is incorporated herein by reference and all proceeds, profits, offspring or replacements thereof, as well as all future acquired property (hereinafter collectively referred to as the "Collateral").

3. Warranties of Title, etc. The Borrower hereby: (a) covenants with the Lender, his successors and assigns that the Borrower is the lawful owner of the Collateral and has the right to sell, assign, convey and grant a security interest in the same and that the Collateral is free and clear of all encumbrances and security interests (other than that of the Lender); (b) warrants and covenants to forever defend the title of the Collateral unto the Lender, his successors and assigns against the claims of all person whomsoever, whether lawful or unlawful; (c) warrants that no financing statement covering any of the Collateral or any proceeds there from is on file at any public office; and (d) agrees, promptly upon request from the Lender to join with the Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to the Lender and to pay the cost of filing the same in all public offices wherever filing is deemed necessary or prudent by the Lender.

4. Taxes and Assessments. The Borrower agrees to pay all taxes, rents, assessments and charges levied against the Collateral and all other claims that are or may become liens against the Collateral, or any part thereof, and should default be made in the



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payment of the same, the Lender, at his option, may pay the same.

5. Insurance. For so long as this Agreement shall remain effective, Borrower agrees to maintain insurance coverage on all Collateral secured hereby and further agrees to have Lender named as loss payee on all such insurance policies.

6. Non-Waiver. It is agreed that no delay in exercising any right or option given or granted hereby to the Lender shall be construed as a waiver thereof; nor shall a single or partial exercise of any other right, power or privilege. Lender may permit the Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by the Borrower.

7. Events of Default. As used in this agreement, the terms "default" or "Event of Default" shall mean the occurrence of a violation or default in the observance or performance of any term, agreement, covenant, condition or stipulation contained or referred to in this agreement, in whole or in part, or the occurrence of an Event of Default under the Promissory Note.

8. Acceleration of Liabilities. Upon the occurrence of any Event of Default, the Lender shall have the right without further notice to the Borrower to declare the entire unpaid balance of the Note immediately due and payable.

9. Secured Party's Right After Default. Upon the occurrence of an Event of Default under this agreement, the Lender shall have, in addition to any other rights under this Agreement or under applicable law, the right upon reasonable notice to the Borrower of a declaration of default to take any or all of the following actions at the same or at different times: (a) to collect all Collateral in the Borrower's name and take control of any cash or non-cash proceeds of Collateral; (b) to enforce payment of any Collateral, to prosecute any action or proceeding with respect to the Collateral, to extend the time of payment of any and all Collateral, to make allowance and adjustments with respect thereto and to issue credits in the name of the Borrower; and (c) to exercise, in addition to all other rights and remedies of a Lender upon default under the Mississippi Uniform Commercial Code. The net cash proceeds resulting from the exercise of any of the foregoing rights, after deducting all charges, expenses, cost and attorneys' fees relating thereto, including any and all costs and expenses incurred in securing the possession of Collateral and preparing the same for sale, shall be applied by the Lender to the payment of the Note, whether due or to become due, and Borrower shall remain liable to the Lender for any deficiency. NO NOTICE SHALL BE REQUIRED, OTHER THAN NOTICE OF DEFAULT, OF INTENT TO OBTAIN PHYSICAL POSSESSION OF ALL COLLATERAL TO SECURE LENDER'S RIGHTS GRANTED HEREBY.

10. Successor and Assigns. All covenants and agreements herein made by the Borrower shall bind it and its' respective successors and assigns, and every option, right and privilege herein reserved or granted to the Lender shall inure to the benefit of and may be exercised by the Lender's successors or assigns.



11. Modification, etc. No modification, amendment or waiver of any provision of this agreement, any note secured hereby, nor consent to any departure by the Borrower there from shall in any event be effective unless the same shall be in writing and signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower shall entitle either of them to any other or further notice or demand in the same, similar or other circumstances.

12. Notices. Any request, demand or notices provided in this agreement to be given by either party hereto to the other shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed, at the following address, or delivered by hand to such party at such address:

(a) if to the Borrower:

(b) if to the Lender
7434 Fox Hollow Lane
Southaven, Mississippi, 38671

13. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

IN WITNESS WHEREFORE, each of the undersigned has executed this agreement on the day and year first above written.

Borrower:



Abdul-Majid Nasser

Lender:

Kyong Suk Feldman

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named **Abdul-Majid Nasser.**, who acknowledged to me that he signed and delivered the above and foregoing instrument on the date and year therein mentioned and for the purposes therein expressed as his free and voluntary act and deed.

GIVEN under my hand and official seal, this the 23RD day of March, 2006.

Terril L. Smith
NOTARY PUBLIC

My Commission Expires: _____



[Handwritten signature]

11. Modification, etc. No modification, amendment or waiver of any provision of this agreement, any note secured hereby, nor consent to any departure by the Borrower there from shall in any event be effective unless the same shall be in writing and signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower shall entitle either of them to any other or further notice or demand in the same, similar or other circumstances.

12. Notices. Any request, demand or notices provided in this agreement to be given by either party hereto to the other shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed, at the following address, or delivered by hand to such party at such address:

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Southaven, Mississippi, 38671

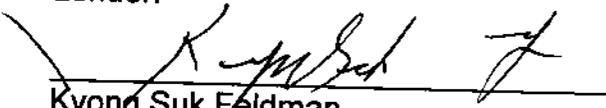
13. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

IN WITNESS WHEREFORE, each of the undersigned has executed this agreement on the day and year first above written.

Borrower:

Abdul-Majid Nasser

Lender:



Kyong Suk Feldman

STATE OF MISSISSIPPI
COUNTY OF DE SOTO

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named **Kyong Suk Feldman.**, who acknowledged to me that she signed and delivered the above and foregoing instrument on the date and year therein mentioned and for the purposes therein expressed as her free and voluntary act and deed.

GIVEN under my hand and official seal, this the 23rd day of March, 2006.

Kelly H. Smith
NOTARY PUBLIC

My Commission Expires _____

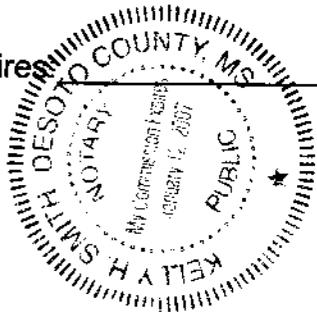


EXHIBIT "A" TO SECURITY AGREEMENT

ALL PERSONAL PROPERTY*
ALL FURNISHINGS *
ALL FIXTURES*
ALL INVENTORY*
ALL PROCEEDS, PROFITS, OFFSPRING OR REPLACEMENTS*
ALL BUSINESS ACCOUNTS
ACCOUNTS RECEIVABLES FOR THE BUS. LOCATED AT 2480 GOODMAN RD.
BUSINESS NAME
BUSINESS SIGNAGE*
BUSINESS TELEPHONE NUMBER

*** LOCATED AT 2480 GOODMAN ROAD OR WHICH WAS AT SAID LOCATION AT THIS TIME OF THIS AGREEMENT AND/OR OTHERWISE WITHIN THE POSSESSION OR CONTROL OF BORROWER**

A handwritten signature in black ink, appearing to be a stylized name, located in the lower right quadrant of the page.

EXHIBIT "A"

Part of the Southwest 1/4 of the Southwest 1/4.

Part of Section 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as beginning at the intersection of the North right-of-way of Goodman Road and the East right-of-way extended of Hurt Road; run thence North 89 degrees, 36 minutes, 30 seconds East along the North right-of-way of Goodman Road a distance of 154.00 feet to a point; thence run North 0 degrees, 23 minutes, 30 seconds West a distance of 200.00 feet to a point; thence run South 89 degrees, 36 minutes, 30 seconds West a distance of 154.00 feet to a point; thence run South 0 degrees, 23 minutes, 30 seconds East a distance of 200.0 feet to the point of beginning and containing 0.71 acres.

Less and Except the following tract consisting of approximately 0.03 acres:

Begin at the point of intersection of the present Easterly right-of-way line of Hurt Road with the present Northerly right-of-way line of Mississippi Highway No. 302 as shown on the plans for State Project No. 79-0021-01-005-10; from said point of beginning run thence North 00 degrees 06 minutes East along said present Easterly right-of-way line and along the West line of grantors property; a distance of 9.9 feet; thence run North 89 degrees 54 minutes East, a distance of 155.0 feet to an East line of Grantors property; thence run South 00 degrees 54 minutes West along said East line of grantors property, a distance of 9.0 feet; thence run South 89 degrees 32 minutes West along said present Northerly right-of-way line; a distance of 154.9 feet to the point of beginning, containing 0.03 acres, more or less, and being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of Section 27, Township 1 South, Range 8 West, in the City of Horn Lake, DeSoto County, Mississippi.