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Prepared by and return to:

Kelly Hagan Smith, MSB#99238
AUSTIN LAW FIRM, P.A.
6928 Cobblestone Dr., Suite 100
Southaven, MS 38672
662.890.7575

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S04-09-0210

**ASSIGNMENT OF LEASE, GENERAL ACCEPTANCE OF ASSIGNMENT
AND ASSUMPTION OF LIABILITIES, CONSENT
AND MODIFICATION OF LEASE TERMS**

Indexing Instructions:

Being part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi

And being more particularly described as follows:

Beginning at the southwest corner of the Deposit Guaranty lot, said point being 2688.2 feet west of and 60 feet north of the southeast corner of the northeast quarter of Section 18, Township 3 South, Range 7 West; thence north 5 degrees 32' west 289.0 feet along the west line of the Deposit Guaranty lot to the northwest corner of said Bank lot; thence south 84 degrees 29' west 140.00 feet to a point; thence south 5 degrees 32' east 289.0 feet to a point in the north right of way of East Commerce Street (120) feet wide); thence north 84 degrees 29' east 140.0 feet along said right of way to the point of beginning and containing .928 acres more or less. All bearing are magnetic.

Property Address: 480 E. Commerce St., Hernando, Mississippi 38632

Parties:

ASSIGNOR:

MIKE GORDIN
1415 Goodman Rd.
Horn Lake, MS 38637
Phone: 901-336-0049

LANDLORD:

CAROL AND ROBERT D. ALLEN, JR.
7450 Allison Rd.
Olive Branch, MS 38654
901-619-1074

ASSIGNEE:

GOODWILL INDUSTRIES-MANASOTA, INC.
7501 15th Street East
Sarasota, FL 34243
941-355-2721

**ASSIGNMENT OF LEASE, GENERAL ACCEPTANCE
OF ASSIGNMENT AND ASSUMPTION OF LIABILITIES,
CONSENT AND MODIFICATION OF LEASE TERMS**

THIS ASSIGNMENT OF LEASE, GENERAL ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF LIABILITIES, CONSENT AND MODIFICATION OF LEASE TERMS (the "Assignment" and/or "Agreement") is made by and between **MIKE GORDIN**, hereinafter referred to as "Assignor," **GOODWILL INDUSTRIES-MANASOTA, INC.**, hereinafter referred to as "Assignee," and **ROBERT D. ALLEN, JR. AND CAROL ALLEN**, hereinafter referred to as "Landlord" (all being collectively referred to as "Parties").

WHEREAS Landlord and Assignor previously entered in to a Lease dated April 21, 2002, a copy of which Lease is attached hereto as **Exhibit "A"** (hereinafter referred to as the "Lease"), covering approximately 29,000 square feet of the building known as Piggly Wiggly #5 (hereinafter referred to as the "Leasehold"); and

WHEREAS Assignor desires to assign to Assignee all of its rights under the Lease as it relates to the portion of the Leasehold indicated in on **Exhibit "B"** containing approximately 21,000 square feet, more or less, (hereinafter referred to as the "Assigned Leasehold"); and

WHEREAS Assignee desires to accept said assignment and assume the rights and responsibilities of Assignor pursuant to said lease to the extent set out herein and subject to the modifications thereto; and

WHEREAS Landlord consents to the terms of the Assignment and also to modify said Lease as set out herein;

NOW THEREFORE, for and in consideration of the mutual promises herein the sufficiency of which is hereby acknowledged, the parties hereto agree and acknowledge as follows:

1. Provided all of the terms and conditions contained within this Agreement are fulfilled, Assignor shall assign unto Assignee and Assignee shall accept the Assignment of the Assigned Premises from NOVEMBER 21, 2008 (the "Commencement Date") through April 20, 2012, (the "Assignment Term"), subject to the rents, terms covenants, conditions, and provisions set forth in the Lease.
2. The Commencement Date is conditioned upon completion of all of the following conditions:
 - (a) This Agreement is executed by the Assignor and Assignee; and
 - (b) The Landlord approves and executes the Landlord's Consent and Recognition to Assignment Agreement attached hereto, and the Landlord has completed all roof repairs for the Leasehold to provide for a leak free and weather tight roof at the Commencement Date and which shall be reasonably maintained by Landlord throughout the Assignment Term.
 - (c) The Assignor has completed in a workmanlike manner all work defined as "Assignor's Work", attached hereto as **Exhibit "C"**, on or before NOVEMBER 21, 2008, and the Certificate of Use and Occupancy is issued by the appropriate governmental authority for the Assigned Premises.
 - (d) The Assignee's Attended Donation Center ("ADC") is open for business in the Assigned Premises on or before November 21, 2008.
 - (e) Assignee is provided by Landlord a fully executed Subordination, Non-Disturbance, and Attornment Agreement using the form attached hereto as **Exhibit "D"**, and which

shall be executed by all mortgagees of the real property described in **“Exhibit B”**. Should Landlord, following the Commencement Date, record a mortgage encumbering the real property described in **“Exhibit B”**, then Landlord agrees to secure within thirty (30) days of recording a fully executed Subordination, Non-Disturbance, and Attornment Agreement using the form attached hereto as **Exhibit “D”**.

3. This Agreement shall automatically terminate on April 20, 2012 or such earlier date as may be provided for throughout the terms of this Agreement, unless this Agreement is extended as herein provided for.

4. Assignee represents and warrants that it has read the Lease and agrees that:

(a) The terms, covenants, promises, and conditions of the Lease are incorporated herein.

(b) Assignee shall comply with and be bound by all of the terms, covenants, promises, and conditions of the Lease.

(c) Assignee shall comply (without delay) with all reasonable requirements of the Landlord's consent to this Assignment.

5. Assignor shall perform those obligations imposed upon the Tenant under the Lease to the extent that such obligations are not provided in this Assignment to be observed or performed by Assignee.

Further, Assignor will not do or permit any act, condition, or thing to occur which would or may constitute a default under the Lease. A default by Assignor under the Lease that is not cured within the applicable cure period provided for in the Lease shall constitute a default under this Agreement.

During any period in which Assignor is in default under the Lease (after the expiration of any applicable cure period and in which Assignor is not in good faith disputing the existence of a default), Assignee may, at its option, pay its rent and other Assignment charges to its attorneys to be held in escrow until such time as the default is cured.

6. Assignor warrants and represents to Assignee that on the Commencement Date:

(a) The Lease is valid and existing, there are no existing defaults on the part of the Landlord or the Tenant with respect thereto, and the Landlord does not hold any claim against the Tenant.

(b) There are and will be no contracts for services or otherwise on account of maintenance or repairs which expressly or impliedly are or will be binding upon Assignee or upon the Premises.

(c) That, to the best of Assignor's knowledge, all existing utility lines, which may include electric, gas, water, sanitary sewer, storm sewer and telephone lines, shall be available to the Assigned Premises, and that Assignor shall not interfere with such availability at any time during the term of this Assignment. Effective with the Commencement Date, Assignee shall pay directly to the applicable public utilities the cost of all utility services furnished to the Assigned Premises, including without limitation, the cost of services used in heating, ventilating and cooling the Assigned Premises.

7. Assignee will not become liable for any rent, nor will any rent accrue, until November 26, 2008 (the “Rent Commencement Date”). On said date, Assignor shall pay directly to Landlord a prorated rental for that portion of the month of November, 2008 remaining (5 out of 30 days). Thereafter, starting on December 1, 2008 and in consideration for this Assignment and Agreement, Assignee shall pay directly to Landlord an annual rental for the Assigned Premises of Sixty Five Thousand Three Hundred Ten and 00/100 Dollars (\$65,310.00), which shall be paid in equal monthly payments of Five Thousand Four Hundred Forty Two and 50/100 Dollars (\$5,442.50) in advance on the first day of each and every month, based on Assigned Premises containing 21,000 square feet. Premises are to be measured and the annual rental (and equal monthly payments thereof) will be adjusted proportionately within 30 days after measurements are verified by landlord and tenant.

The parties acknowledge that Assignor shall be wholly and completely responsible for any and all amounts due to Landlord by Assignor under the Lease that is not specifically provided herein for payment by Assignee.

8. The parties recognize that the Landlord is responsible for the payment of real property taxes as required in the Lease, and that Landlord charges Assignor for a portion of such cost as set forth therein. Therefore, in addition to the annual rent provided above, Assignee agrees to pay directly to Landlord, its Prorata Share of 72.41%, for the real property taxes associated with the Assigned Premises, said Prorata Share for 2008 being one-twelfth. Such payments shall be made by Assignee within thirty (30) days of receipt of the proof of payment by Landlord. The amount of each year's tax bill shall be based upon the net amount of taxes payable in the first tax payment month with full discount.

9. The parties recognize that the Landlord is only responsible for the maintenance of the Leasehold roof, Leasehold exterior structures, and Leasehold parking areas. Therefore, except for damage due to fire or other casualty, Assignee shall be solely responsible for all non-structural maintenance and repairs which may be incurred within the interior of the Assigned Premises.

10. The parties recognize that Landlord carries General Building Insurance for the Leasehold in accordance with the Lease, and that such insurance is paid for solely by the Landlord. Therefore it is understood that Assignor and Assignee shall not be required to make any General Building Insurance payments to Landlord.

11. Any notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or such other address as such party has been advised of in writing:

As to Assignor: Mike Gordin
1415 Goodman
Horn Lake, MS 38637

As to Assignee: Goodwill Industries-Manasota, Inc.
7501 15th Street East
Sarasota, FL 34243

As to Landlord: ROBERT D. ALLEN, JR. E
CAROL ALLEN
7450 ALLISON RD
OLIVE BRANCH, MS 38154

12. Assignee shall not assign this Assignment or further sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld (and the consent of Landlord if such is required under the terms of the Lease).

13. Assignor and Assignee agree that should the current subtenant leasing the adjacent 7500 square feet, more or less (the "Adjacent Premises") of the Leasehold vacate the Adjacent Premises, then Assignee immediately thereafter shall have a right of first refusal to sublet the Adjacent Premises. Assignee may exercise the right of first refusal by giving verbal notice within fourteen (14) days following written notice of availability of the Adjacent Premises ("Availability Notice"); said verbal notice shall be subject to Board approval of Assignee within thirty (30) days following Availability Notice. Written notice by Assignee of their decision regarding the Option shall be given within thirty (30) days of the Availability Notice. The lease rental shall be negotiated at the time of the Availability Notice.

14. Assignor warrants and represents to Assignee that the Lease agreement with Landlord shall terminate on April 20, 2012, and that Assignor shall not exercise the renewal option provided for under the Lease.

15. Notwithstanding anything contrary in the Lease, Assignee shall immediately have the right to use the Assigned Premises as a Retail Outlet Store, Bargain Barn, ADC, Transportation

Hub, and Job Training Site. Thereafter, with landlord's reasonable approval, Assignee shall have the right to use the Assigned Premises for any other lawful activity.

16. Assignee, at its own cost and expense, shall have the right to paint, erect or place signs on, or affix signs to, any part of the building (except no signs shall be permitted on the roof) which is part of the Assigned Premises; provided, however, that any such signs erected or placed by Assignee shall not violate the requirements of any municipal or state law, ordinance or regulation. Any alterations to the Assigned Premises which are permanent in nature shall be submitted to Landlord for his approval, which approval shall not be unreasonably withheld. Should Landlord fail to approve, or disapprove, of such alterations in writing within five (5) business days of submission of request for approval, such request shall be deemed approved. Any disapproval by Landlord pursuant to this provision shall specify which requested alterations are disapproved and the rationale for such disapproval.

In addition, Assignor covenants that Assignee shall have the exclusive use of the pylon sign of the Leasehold.

17. The areas of the Leasehold shown on Exhibit "B" as Parking Areas shall at all times be maintained as Parking Areas. The expression "Parking Areas" means parking spaces, streets, entranceways, service drives, driveways and footways, and includes the areas shown as Parking Areas on Exhibit "B" as well as such other areas as Landlord shall from time to time designate as Parking Areas. The Assignee, its customers, employees and invitees shall have the right, during the term of this Agreement, to use the Parking Areas owned by the Landlord and leased by the Assignor and located adjacent to the premises of which the Assigned Premises form a part, in common with the tenants occupying other portions of the Leasehold Center hereinabove described of which the Assigned Premises are a part, their customers and invitees, and such other persons as shall be permitted by the Landlord, to use the said Parking Areas. Landlord and Assignor agree that said Parking Areas will be ground level only and Landlord and Assignor shall make no charge of any kind for use of the Parking Areas or any additions thereto. It is further understood and agreed that at all times during the term of this Agreement, Landlord and Assignor shall provide 1.0 parking space for every 350 square feet of floor area occupied by the Assignee in the Leasehold. In addition, the parties recognize that the Landlord is responsible for the maintenance of said Parking Areas, including the re-stripping of the parking space lines.

At all times each Tenant, Subtenant, Assignor and/or Assignee in physical possession of any portion of the Leasehold shall be entitled to that percentage of the Parking Areas as they possess of the Leasehold; each Tenant or Subtenant's (including, without limitation, Assignor or Assignee) ("Tenant") percentage shall be determined by dividing that Tenant's square footage of premises by the overall square footage of the leasehold. No assignee may inhibit the use of any other assignee or tenant to occupy parking spaces. It is understood that different assignees and tenants will conduct their primary business activities at different hours of the day.

18. DELETED

19. Except for existing leases, Landlord agrees that unless Assignee consents in writing, none of the property described in Exhibit "B" shall be occupied by any entertainment facility, auto repair shop, recreational facility, non-retail facility, or hazardous or undesirable facility. As used herein, "entertainment facility" or "recreational facility" includes but is not limited to, massage parlor, movie theater, a bar (except as incidental to a restaurant), a tavern, an amusement arcade, billiards room, pool hall, bowling alley, live entertainment facility (except as incidental to an acceptable use), stage production(s) other than those which may be reasonably considered to be family theatre, video game room (except where incidental to a restaurant), skating rink, bingo parlor, or other place of public amusement. As used herein, "non-retail facility" includes, but is not limited to, professional space and offices (except as is incidental to a retail operation), warehousing operations, offices, meeting halls, an office building or place for office usage of any nature, and a meeting hall or place for private clubs or organizations. As used herein, "hazardous or undesirable facility" includes but is not limited to, gas stations, motorcycle shops (sales or service), gun shops, pawn shops, flea markets, second hand merchandise operations, consignment operations, massage parlors, adult book or adult video stores, or other businesses which sell or display pornographic material or operates businesses that are unsuitable for children to visit and patronize, industrial or manufacturing uses, automobile, boat or trailer sales, or any use where inventory is stored or displayed in the Parking Areas of the Leasehold.

20. The parties agree that it is Landlord's responsibility in accordance with the provisions of the Lease to at all times maintain and keep in good repair the Leasehold roof, Leasehold exterior structures, and Leasehold parking areas roof, along with all structural portions of the Leasehold. Should repair or replacement of said items become necessary as a result of damage or destruction by fire, the elements, or casualty, then Landlord shall solely be responsible for said repair and replacement.

21. The parties acknowledge and agree that Landlord will have all systems up to code (state, local and national building and life safety codes) to an expense to Landlord of up to, but not to exceed, ten thousand dollars (\$10,000.00). If the necessary work to have all systems up to code shall, pursuant to all appropriate bids and quotes, exceed that amount, Assignee has the option to either (a) pay the overage; (b) void the lease; or (c) come to an agreement between Assignee, and Landlord as to how such overage shall be paid. Should Landlord fail to perform such work as is necessary to have all systems up to code, Assignee shall be entitled to void this Assignment and Agreement and be fully and completely released from any obligations herein, including payment of rent.

22. Assignee shall have the right to make any interior nonstructural alterations, improvements, or additions to the Assigned Premises for the purpose of its business, provided such nonstructural alterations, improvements, or additions are made in accordance with the Lease and with the requirements of all federal, state and local laws, regulations and ordinances and public authorities having jurisdiction thereover, and be done in a workmanlike manner. Assignor agrees to request Landlord to promptly sign applications, permits or consents which may be required by public authorities, in connection with such interior alterations, improvements or additions to the Assigned Premises required by Assignee.

23. If the whole of the Assigned Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Agreement or any extension hereof, Assignee reserves the right to prosecute its claim for an award based on its leasehold interest for such taking without impairing the rights of Assignor. The exercise of such right by Assignee shall be by separate legal action against the condemning authority, and not against Assignor, as all condemnation proceeds received by Assignee shall belong to Assignee exclusively. In the event that part of the Leasehold shall be taken or condemned and the part so taken includes the Assigned Premises or any part thereof, or the part so taken shall remove from the Leasehold ten percent (10%) or more of the lineal front footage of the Leasehold, or the part so taken shall remove or separate twenty-five percent (25%) of the total parking area, or the part so taken shall result in cutting off any direct access from the Leasehold to any adjacent public street or highway, then, and in any such event, Assignee may elect to terminate this Agreement as of the date of the taking by such authority. Such notice of election to terminate shall be given in writing to Assignor and Landlord within seventy-five (75) days after official notice to Assignee of the taking. In the event Assignee shall fail to exercise such option to terminate this Assignment, or if part of the Leasehold shall be taken or condemned under circumstances whereby Assignee does not have such option, then, and in either such event, the rental for the balance of the term of this Agreement shall be abated and adjusted in an equitable manner.

24. If either Assignor or Landlord shall default in the performance or observances of any agreement or condition in this Agreement or the Lease contained on their parts to be performed or observed and if Assignor or Landlord shall not cure such default within thirty (30) days after written notice from Assignee specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Assignee may, at its option, without waiving any claim for damages for breach of this Agreement or the Lease, at any time thereafter cure such default for the account of the Assignor or Landlord, and any amount paid or any contractual liability incurred by Assignee in so doing shall be deemed paid or incurred for the account of Assignor or Landlord and the Assignor and Landlord each agree to reimburse Assignee therefor and save Assignee harmless therefrom; provided that Assignee may cure any such default as aforesaid prior to the expiration of said waiting period, but after said notice to Assignor or Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Assignee's interest therein or to prevent injury or damage to persons or property. If Assignor or Landlord shall fail to reimburse Assignee upon demand for any amount paid for the account of

Assignor or Landlord hereunder, said amount may be deducted by Assignee from the next or any succeeding payments of rent and/or real property taxes due hereunder.

25. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the Assigned Premises, and there are no other terms, covenants, obligations, or representations, oral or written, of any kind whatsoever.

26. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, and assigns, and may not be revoked or amended, except by instrument, in writing, subscribed by the party sought to be charged therewith.

27. This Agreement shall be interpreted and governed by the laws of the State of Mississippi.

28. Both parties have freely negotiated this Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

29. Assignee covenants and agrees to comply with all applicable environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Assignee agrees and does hereby indemnify Assignor and hold it harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Assignor may incur or suffer by reason of any claim or liability arising from Assignee's noncompliance with applicable laws and the terms of this paragraph. Assignee specifically covenants and agrees that no hazardous substances, hazardous waste or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on, or about the Assigned Premises except as specifically provided under the terms of this paragraph. These covenants and indemnities shall survive the termination of this Assignment.

30. Should either party employ an attorney or attorneys to enforce or interpret any of the provisions hereof, or to protect its interest in any matter involving, arising out of, or otherwise relating to this Agreement, or to recover damages for the breach of this Agreement, the party prevailing shall be entitled to recover from the other party all reasonable fees, costs, charges and expenses, including but not limited to, attorney and legal assistant fees, expended or incurred in connection therewith from the initial request for redress through trial, appeal and collection.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument.

[signatures on following page]

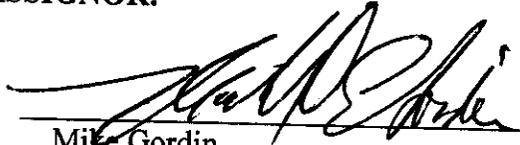
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year first above written.

WITNESSES:

Signature

Print Name

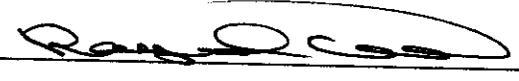
ASSIGNOR:



Mike Gordin

ASSIGNEE:

GOODWILL INDUSTRIES-MANASOTA, INC.,
a Florida nonprofit corporation

By: 

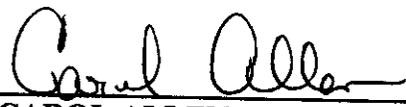
Name: RAYMOND COUCH

Its: VICE-PRESIDENT OF ASSETT
DEVELOPMENT

LANDLORD:



ROBERT D. ALLEN, JR.



CAROL ALLEN

STATE OF MS
COUNTY OF DESOTO

The foregoing instrument was subscribed and sworn to before me this 21st day of November, 2008, by MIKE GORDIN,
 who is personally known to me,
 who produced photo ID as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or) partnership.



Carolyn Dunn
Signature
CAROLYN DUNN
Print Name

STATE OF MS
COUNTY OF DeSoto

The foregoing instrument was subscribed and sworn to before me this 21 day of November 2008, by Raymond Couch, as V-POE ASSETT of GOODWILL INDUSTRIES-MANASOTA, INC., a Florida nonprofit corporation, DEVELOPMENT AND
 who is personally known to me,
 who produced _____ as identification, and
* * * who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.



Kelly H. Smith
Signature

Print Name

STATE OF MS
COUNTY OF Desoto

The foregoing instrument was subscribed and sworn to before me this 20th day of November 2008, by ROBERT D. ALLEN, JR.,
 who is personally known to me,
 who produced photo ID as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or) partnership.



Kelly H. Smith
Signature

Print Name

STATE OF MS
COUNTY OF Desoto

The foregoing instrument was subscribed and sworn to before me this 20th day of November 2008, by CAROL ALLEN,
 who is personally known to me,
 who produced photo ID as identification, and who acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or) partnership.



Kelly H. Smith
Signature

Print Name

LANDLORD'S CONSENT AND RECOGNITION TO ASSIGNMENT AGREEMENT

The undersigned, Landlord under the Lease, hereby consents to the foregoing Assignment Agreement without waiver of any restriction in the Lease concerning further assignment or subletting. Landlord certifies that, as of the date of Landlord's execution hereof, Assignor is not in default or breach of any of the provisions of the Lease, and that the Lease has not been amended or modified except as expressly set forth in the foregoing Assignment Agreement. In addition and notwithstanding anything in the Lease to the contrary, the Landlord hereto agrees as follows:

1. Consent of Prime Landlord. Landlord hereby consents to and accepts the foregoing Assignment Agreement between the Assignor and Assignee and agrees that the Lease shall not be modified in any way which would impact the rights of Assignee under the Assignment Agreement without the consent of Assignee. Landlord agrees that it shall not take any affirmative action which would violate the terms of the Assignment Agreement. In addition, Landlord approves of and consents to the alterations and improvements to be made by Assignee to the Assigned Premises as contemplated under the terms of the Assignment Agreement.
2. Assigned Premises; Term. The Demised Premises consists of a store building containing approximately 21,000 square feet, as shown on Exhibit "B" to the Assignment Agreement. The initial term of the Assignment will commence as set forth in the Assignment Agreement and will continue for a period of forty-four (44) months from the "Commencement Date," as defined therein, and such additional period of time so that the Assignment term will end on April 20, 2012, unless extended or sooner terminated as therein provided.
3. Estoppel; Non-Disturbance. Landlord warrants and represents to Assignee that the Lease is valid and existing, there are no existing defaults on the part of the Landlord or Assignor with respect thereto, and neither the Landlord nor the Assignor holds any claim against the other. So long as Assignee is not in default in the payment of annual rent and real property taxes or in the performance of any material term, covenant or condition of the Assignment Agreement beyond any applicable cure period, Landlord will not join Assignee as a party defendant in any action or proceeding for the purpose of terminating the Assignee's interest in its estate under the Assignment Agreement because of any default by the Assignor under the Lease.
4. Attornment. If the Lease is terminated by reason of the expiration of the Lease term, possession proceedings or for any other reason and the Landlord succeeds to the interest of the Assignor under the Assignment Agreement, the Assignee shall be bound to the Landlord under all of the conditions of the Assignment Agreement with the same force and effect as if the Assignment Agreement was a direct agreement between Landlord and Assignee, and the Assignee hereby attorns to the Landlord as its Assignor. Such attornment shall be effective and self-operative without the execution of any further instruments by either party hereto immediately when the Landlord succeeds to the interest of the Assignor under the Assignment Agreement. The Assignee shall be under no obligation to pay rent to the Landlord until the Assignee receives written notice from the Landlord that it has succeeded to the interest of the Assignor under the Assignment Agreement. The respective rights and obligations of the Assignee and the Landlord, upon such attornment, shall be for the balance of the term of the Assignment Agreement, and any extensions thereof as provided in the Assignment Agreement.
5. Option to Lease. Upon termination of the Assignment Agreement, Assignee, at its option, shall be entitled to, and is hereby granted by Landlord the option to lease the Assignment Premises for a period of five (5) years and with annual rental payments of Seventy Thousand Eight Hundred and 00//100 Dollars (\$70,800.00), which shall be paid in equal monthly payments of Five Thousand Nine Hundred and 00/100 Dollars (\$5,900.00). In connection herewith, should Assignee desire to exercise its option, Assignee, upon written request, shall give to Landlord written notice of its intention to exercise its option at least sixty (60) days prior to the termination date of the existing Assignment term. The terms and conditions of the Lease and Assignment Agreement shall in all respects continue during any extension period, except for Assignee's monthly rent, which shall be modified in accordance with the terms set forth above. In addition, in the event that Assignee exercises its option to extend the term with the Landlord as provided above, Assignee shall have a right of first refusal to lease the Adjacent Premises if the current tenant vacates the Adjacent Premises.
6. Option to Purchase. Throughout the term of the Assignment Agreement and any extension herein provided by Landlord to Assignor or Assignee, Assignee shall have a right of first refusal to purchase the Leasehold in the event Landlord offers it for sale. A copy of this agreement or a memorandum as to this provision shall be recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

WITNESSES:

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

LANDLORD:

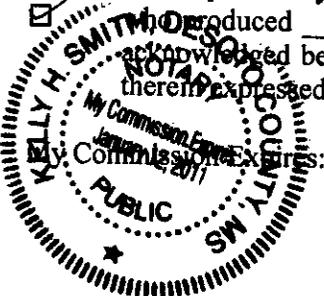
Robert D. Allen, Jr.
Robert D. Allen, Jr.

Carol Allen
Carol Allen

STATE OF MS
COUNTY OF DeSoto

The foregoing instrument was subscribed and sworn to before me this 20th day of November 2008, by ROBERT D. ALLEN, JR.,

who is personally known to me,
 who produced photo ID as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or) partnership.



Kelly H. Smith
Signature

Print Name

STATE OF MS
COUNTY OF DeSoto

The foregoing instrument was subscribed and sworn to before me this 20th day of November, 2008, by CAROL ALLEN,

who is personally known to me,
 who produced photo ID as identification, and who acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or) partnership.



Kelly H. Smith
Signature

Print Name

EXHIBIT "A"Lease**LEASE AGREEMENT**

THIS LEASE AGREEMENT made this 21 day of April 2002, by and between Robert D. Allen, Jr. and Carol Allen, hereinafter Landlord, and Mike Gordin, hereinafter called Tenant.

COVENANT - The parties hereto agree that this Lease sets forth all agreements, covenants and conditions express or implied between the two parties, and supersedes any prior oral or written agreements.

PREMISES - LANDLORD hereby leases to TENANTS and TENANTS hereby lease from LANDLORD the premises at 400 E. Commerce St., Hernando MS, a building containing approximately 29,000 square feet, under roof. The building, this date known as Piggy Wiggly #5, Hernando, MS 38632.

TERMS - The terms of the lease shall commence on April 21, 2002, and shall be for a term of ten (10) years less one (1) day. The tenant agrees to pay LANDLORD the monthly sum of Ten Thousand Five Hundred and no Cents (\$10,500.00), in advance, on the first day of each calendar month for one hundred & twenty (120) consecutive months.

RENEWAL OPTIONS - The LANDLORD grants the TENANT three (3) separate options for a period of five (5) years each.

1st. Option - Rent for the first option shall be Eleven Thousand Five Hundred dollars and no cents (\$11,500.00) for sixty (60) consecutive months.

2nd and 3rd Options - Rent for the 2nd & 3rd options shall be Twelve Thousand Five Hundred dollars and no cents (\$12,500.00) for sixty (60) consecutive months each option.

These Options are to run consecutively with the ten (10) year Lease Agreement and notice to exercise any of the Options shall be given in writing to LANDLORD no less than six (6) months prior to end of lease period and no more than twelve (12) months prior to exercising option. These Options will become part of the lease. If no notice is given during the time limit then it is understood that TENANT does not intend to exercise the Option and this Lease Agreement will become null and void.

USE - TENANT may only use demised premises for the purpose of operating a grocery store or supermarket. TENANT shall indemnify and hold LANDLORD harmless of and from all fines or penalties imposed by law arising by violation by TENANT of any laws, rules, ordinances or regulations relating to demised premises. TENANT may not sub-lease premises for another business with out approval by LANDLORD.

LANDLORD REPAIRS - LANDLORD shall maintain the exterior wall of building and roof. Landlord will maintain heat and air-conditioning until Dec. 31, 2002.

TENANT REPAIRS AND ALTERNATIONS - TENANT is responsible for all interior repairs, building doors, plate glass windows, plumbing, electrical, heating and air conditioning systems. TENANT may make and pay for any non-structural alterations and improvements to demised premises that TENANT deems desirable. At the termination of the lease or any options therein the air-condition or heating systems remain as part of the premises.

LIABILITY INSURANCE - Throughout the term of the lease or any option TENANT shall maintain insurance against public liability for injury to persons or damage occurring within the demised premises or on the property in its entirety arising out of the use and occupancy thereof by TENANT.

RESPONSIBILITY OF TENANT - TENANT is to reimburse LANDLORD for all property taxes due upon the real estate within five (5) days of proof of payment by LANDLORD. LANDLORD will carry General Building Insurance upon the building structure.

UTILITIES - Gas, water and electric charges are to be paid by the TENANT relating to the demised premises.

EMINENT DOMAIN - Should the property be taken by eminent domain or condemnation and the parking, ingress, egress or delivery of product to store be reduced or changed, TENANT shall have right to award or reduction of rent based on loss of space percentage or to cancel the lease. Both LANDLORD and TENANT shall retain their own rights to individual award due to condemnation.

ATTORNEY FEES - TENANT agrees to pay all costs of collection including reasonable attorney fees if all or any part of the rent reserved is collected after maturity with the aid of an attorney or pay reasonable attorney fees in the event it becomes necessary to force TENANT to comply with any of the covenant or obligations or conditions of this lease.

TENANTS RESPONSIBILITY ON TAXES - TENANT is responsible for all taxes, derived out of business being personalty tax, employee tax or any taxes associated with doing business and will hold LANDLORD harmless from any and all claims. This included but not limited to - City, County, State or Federal.

All notices and payments are to be sent to:

LANDLORD: Robert D. Allen, Jr.
7450 Allison Rd.
Olive Branch, MS 38654

TENANT: Mike Gordon
4195 Lockwood
Lakeland, TN 38002

(address may be changed by either party by serving notice)

All provisions of this Lease Agreement shall be construed as covenants and agreements and provisions hereof shall bind and ensure to the benefit of the parties hereto, their respective heirs, legal representative successors and assigns.

WITNESS OUR SIGNATURES this the 19th day of ~~Jan~~ 2002.

[Signature]
LANDLORD

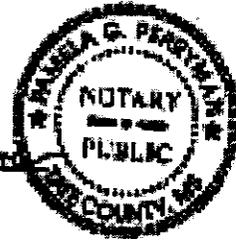
LANDLORD

[Signature]
TENANT

GIVEN UNDER MY HAND and official seal of office on this the 19th day of ~~Jan~~ 2002.

(seal)

[Signature]
Title: Notary Public



My commission expires: _____
MICHIGEL M. 2002

Witness our signatures this the 19th day of _____ 2001.

GIVEN UNDER MY HAND and official seal of office on this the _____ day of _____ 2001.

(seal)

Title: Notary Public

My commission expires: _____

Witness our signatures this the _____ day of _____ 2001.

EXHIBIT "B"

Assigned Premises

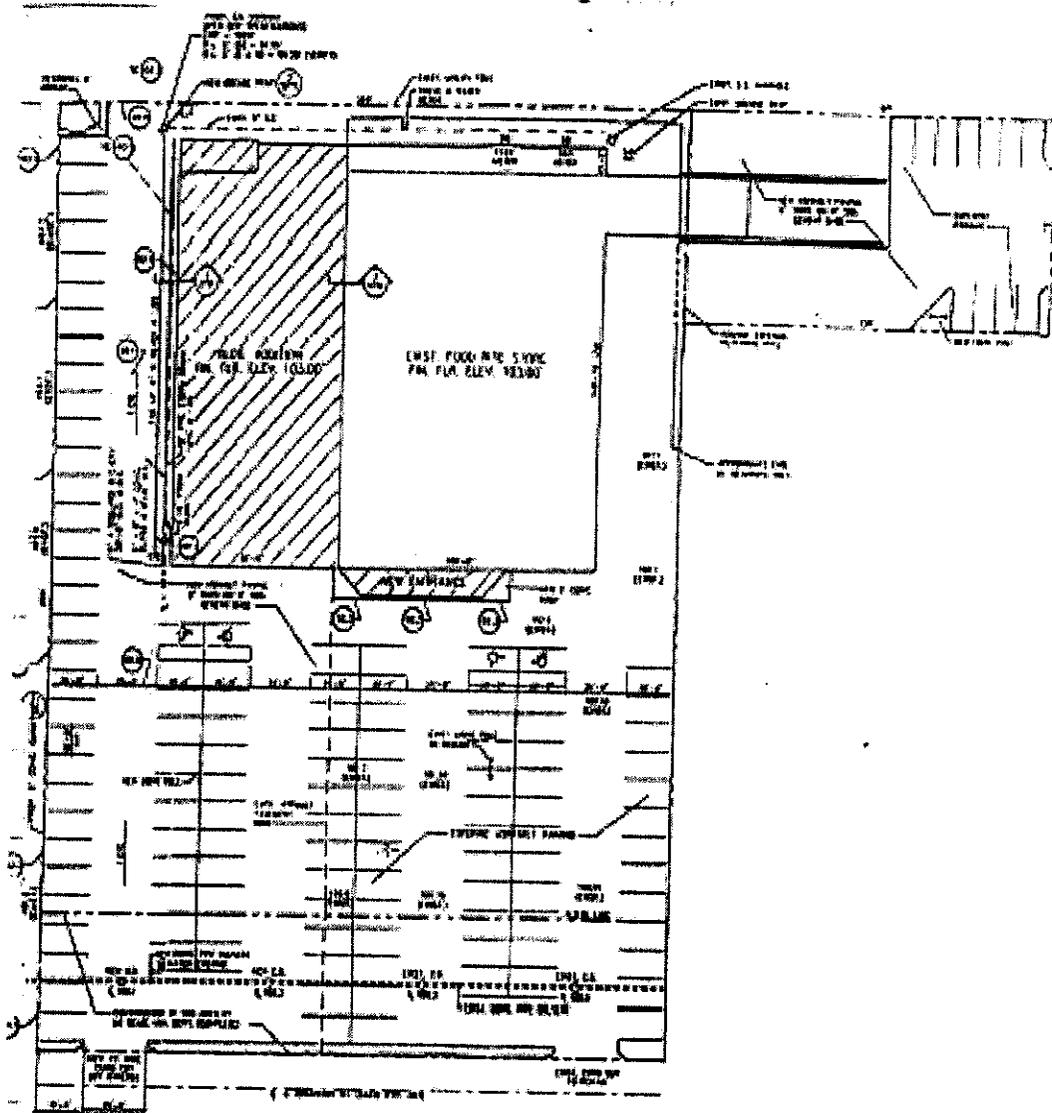


EXHIBIT "C"**Assignor's Work**

- 2.) Provide Heat and Air Conditioning to make operational and in good working condition the 13,500 square feet of sales area of the Assigned Premises at a minimum of 78 degrees Fahrenheit during all operating hours. Replace heat previously in Assigned Premises to the Assigned Premises so as to provide operational heat, in good working condition, in the stock room.
- 3.) Provide and install (3) 52inch ceiling fans and on ceiling-hung gas fire furnace heater in the receiving area of the stock room.
- 4.) Provide heat in the stock room and on the 13,500 square feet of sales area of the Assigned Premises.
- 5.) Repair all Electrical systems and lighting systems, including capping and terminating any open electrical circuits.
- 6.) Repair all Plumbing Systems and Fixtures, including capping and terminating any open drains or water supplies.
- 7.) All vinyl Floors will be stripped and waxed.
- 8.) All floors, walls, coolers, freezers, food processing equipment, loading docks will be cleaned and sanitized. Office carpets will be cleaned. Rest Rooms will be cleaned and sanitized.
- 9.) All doors will be operational with special attention to the proper operation of the entry doors and the loading dock doors.
- 10.) The Assignor shall have Landlord verify all utilities, electrical, plumbing (water coming in to the Assigned Premises but not out), mechanical, ventilation, and HVAC systems have been properly separated from the adjacent tenant's space and that all controls are in each tenant's space. Further, all systems will be verified that they meet state, local and national building and life safety codes pursuant to the Assignment.

EXHIBIT "C-1"**Landlord's Work**

- 1.) Repair and have Sprinkler System Inspected, tested and Certified for occupancy.
- 2.) Bring all restrooms, doors, ramps and parking spaces into compliance with the Americans for Disabilities Act.
- 3.) Acoustic Tile Ceilings will be made free of water stained, damaged, bowed, missing or broken ceiling tiles.
- 4.) Landlord will complete all roof repairs for the Leasehold to provide for a leak free and weather tight roof at the Commencement Date and shall reasonably maintain the same throughout the Assignment Term.
- 5) Landlord will have all systems up to code (state, local and national building and life safety codes) to an expense to Landlord of up to, but not to exceed, ten thousand dollars (\$10,000.00) pursuant to Section 21 of the Assignment.

EXHIBIT "D"**Subordination, Non-Disturbance, and Attornment Agreement**

Prepared by and return to:
Goodwill Industries-Manasota, Inc.:
 7501 15th Street East
 Sarasota, FL 34243

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, _____, by and among _____, whose address is _____, a _____ (the "Lender"), **GOODWILL INDUSTRIES-MANASOTA, INC.**, a Florida nonprofit corporation, whose address is 7501 15th Street East, Sarasota, Florida 34243 (the "Assignee") and _____, whose address is _____ (the "Landlord").

WITNESSETH:

WHEREAS, Landlord or Landlord's predecessor in title and Mike Gordin (hereinafter, the "Assignor") entered into a certain Lease (hereinafter referred to as the "Lease") dated April 21, 2002, relating to the premises located in Hernando Mississippi as described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and

WHEREAS, Assignor, Assignee, and Landlord entered into a certain Assignment Agreement (hereinafter referred to as the "Assignment") dated _____, 2008, relating to the Premises.

WHEREAS, Lender has made or has committed to make a loan to Landlord in the principal amount of \$ _____ secured by a mortgage (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering the Premises; and

WHEREAS, Assignee has agreed that the Assignment shall be subject and subordinate to the Mortgage held by Lender, provided Assignee is assured of continued occupancy of the Premises under the terms of the Assignment;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Assignment to the contrary, it is hereby agreed as follows:

1. Provided the Assignee is not in material default under the terms of the Assignment after receipt of written notice and expiration of the applicable cure period, then:

A. The right of possession of the Assignee to the Premises and the Assignee's rights arising out of the Assignment shall not be affected or disturbed by the Lender in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall the Assignee be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Assignment by the Lender, nor shall Assignee's quiet enjoyment of the Premises be affected.

B. In the event that the Lender or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, the Assignment shall not be terminated or affected by said foreclosure sale or summary proceeding, or any such proceeding, and the Lender hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to

the Assignment and the rights of the Assignee thereunder; and the Assignee covenants and agrees to attorn to the Lender or such person as its new landlord, and the Assignment shall continue in full force and effect as a direct Assignment between Assignee, Assignor, and Lender or such other person, upon all the terms, covenants, conditions and agreements set forth in the Assignment. However, in no event shall the Lender or such person be:

(1) bound by any payment made by the Assignee to the Landlord for more than one (1) month in advance or,

(2) bound by any modification to the Assignment which reduces payments to Landlord, accelerates payments to Landlord, shortens the original term, or changes any renewal options unless approved by Lender in writing; or,

(3) liable for any acts or omissions (except continuing ones) of any prior Landlord about which Lender has not received written notice from Assignee.

2. The Assignment, as amended, including Assignee's interest therein (except as to property or trade fixtures of Assignee), shall be subject and subordinate to the lien of the Mortgage, and to all the terms, conditions and provisions thereof and to all advances made or to be made thereunder. Any renewals, extensions, modifications or replacements thereof of the Mortgage will be agreed to by Assignee, provided a new Subordination, Non-Disturbance and Attornment Agreement, in similar form and substance, is executed by all parties, or if any successor-in-interest to Lender agrees in writing to be bound by this Agreement.

3. With the exception of Paragraph 2 herein, the foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, the Assignee agrees to execute and deliver to the Lender or to any person to whom the Assignee herein agrees to attorn, such other instrument as either shall reasonably requested in order to effectuate said provisions, provided same does not modify Assignee's Assignment or affect any of Assignee's rights thereunder.

4. Assignee agrees that it will give notice to Lender or to any holder of the Mortgage, provided such holder (other than Lender) shall have notified Assignee in writing of its name and address, of any defaults of Landlord under the Assignment which would entitle the Assignee to terminate the Assignment or abate the rental payable thereunder, specifying the nature of the default by the Landlord, and thereupon the holder of the Mortgage shall have the right, but not the obligation, to cure such default and the Assignee will not terminate the Assignment by reason of such default unless and until it has afforded the holder of the Mortgage thirty (30) days after such notice to cure such default and a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said thirty (30) day period, provided Lender is diligently prosecuting to completion cure of the default. Assignee shall not be required to deliver such notice to the holder of the Mortgage or to extend to it an opportunity to perform in respect of emergency repairs which the Assignee is permitted to make under the Assignment.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and without limiting such, it is expressly understood that all references herein to Lender shall be deemed to include also any subsequent holder of the Mortgage and/or any other person succeeding in title to the Premises encumbered by the Mortgage, or any part thereof, whether by virtue of foreclosure, or sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise.

6. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

7. This Agreement shall be returned to the Assignee within thirty (30) days fully executed or it shall be considered null and void.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Lender, Tenant, and Landlord have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

LENDER:

_____ a _____

By: _____

Its: _____

Federal ID # _____

Witness

Printed Name

Witness

Printed Name

ASSIGNEE:

GOODWILL INDUSTRIES-MANASOTA, INC.,
a Florida nonprofit corporation

By: _____

Name: _____

Its: _____

Witness

Printed Name

Witness

Printed Name

LANDLORD:

By: _____

Its: _____

Federal ID # _____

Witness

Printed Name

Witness

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as _____ of _____,

- who is/are personally known to me,
- who produced _____ as identification, who (did)/ (did not) take an oath, and who acknowledged before me that _____ executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or partnership).

My Commission Expires: _____

Signature

Printed Name

NOTARY PUBLIC - STATE OF _____
Commission No. _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, as _____ of **GOODWILL INDUSTRIES-MANASOTA, INC.**, a Florida nonprofit corporation, who is personally known to me, who did not take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said company.

My Commission Expires: _____

Signature

Printed Name

NOTARY PUBLIC - STATE OF _____

Commission No. _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ as _____ of _____,

who is/are personally known to me,
 who produced _____ as identification, who (did)/ (did not) take an oath, and who acknowledged before me that _____ executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in _____ by said corporation (or) partnership.

My Commission Expires: _____

Signature

Printed Name

NOTARY PUBLIC - STATE OF _____

Commission No. _____