

AGREEMENT REGARDING RELOCATION RIGHTS

THIS AGREEMENT REGARDING RELOCATION RIGHTS (this "Agreement") is made and entered into as of the 16th day of January, 2003 by and between HELEN OF TROY L.P. ("Helen"), and INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC. ("IDI").

WITNESSETH:

WHEREAS, Helen is this day acquiring from IDI that certain parcel of real property described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, by virtue of that certain Easement Agreement between IDI and JMH Development, LLC ("JMH"), dated November 30, 2001 and recorded in the real property records of DeSoto County, Mississippi at Book 0410, Page 0352 (the "Easement Agreement"), the Property is benefited by an easement along the western boundary line of the Property (as further described in the Easement Agreement, the "Easement Area") for access and drainage.

WHEREAS, by virtue of Section 8 of the Easement Agreement IDI has the right to relocate the Easement Area (the "Relocation Right") under certain circumstances.

WHEREAS IDI and Helen desire to acknowledge and agree that the Relocation Right is personal to IDI (and does not run with the land), and that IDI will not exercise its Relocation Right in a manner that will have a material adverse affect on the access of Helen to the Property.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Nature of Relocation Right. IDI and Helen hereby agree that the Relocation Right is personal to IDI, and that such right shall not be an appurtenance to the Property or run with title thereto, and that Helen, and its successors and assigns shall have no interest in (and hereby quitclaims any interest in) the Relocation Right, whether by virtue of the fact that it has this day acquired the Property or otherwise.

2. Use of Relocation Right. IDI hereby agrees that it shall not exercise the Relocation Right in a manner that will have a material adverse effect on Helen's access to or from the Property (which agreement of IDI shall run with title to, and for the benefit of, the Property).

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3. Modification or Amendment. No provision of this Agreement may be released, subordinated, modified, rescinded or amended in whole or in part without the written consent of all of the parties for whose benefit the provision exists or upon whose land or interest the provision is imposed.

4. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Mississippi, without regard to the conflicts laws or choice of law rules thereof.

5. No Waiver. Neither the failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

6. Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition thereof.

7. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

8. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be considered an original but all such counterparts together shall be considered only one document.

[Remainder of Page Intentionally Left Blank]

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

HELEN:

HELEN OF TROY, L.P., a Texas limited partnership

By: Helen of Troy Nevada Corporation, general partner

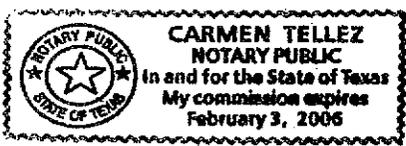
By: Gerald J. Rubin
Name: Gerald J. Rubin
Title: Chairman, CEO + President

STATE OF Texas
COUNTY OF El Paso

Personally appeared before me, the undersigned authority in and for State aforesaid, the within named Gerald J. Rubin and _____ who acknowledged that as Chairman, CEO + President and _____ for and on behalf of and by authority of Helen of Troy Nevada Corporation, general partner of Helen of Troy, L.P., a Texas limited partnership, they he/she signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned, after first being duly authorize to so do.

Given under my hand and seal of office this 16 day of January __, 2003.

Carmen Tellez
Notary Public: State of Texas
My Commission Expires: 2-3-06

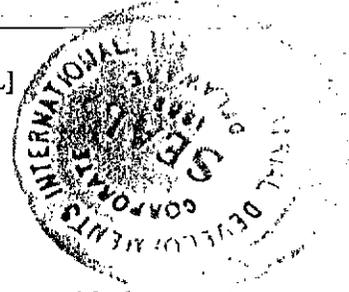


IDI:

**INDUSTRIAL DEVELOPMENTS
INTERNATIONAL, INC.**, a Delaware
corporation

By: 
Name: TIMOTHY J. GUNTER
Title: SECRETARY

[CORPORATE SEAL]



STATE OF Georgia
COUNTY OF Fulton

Personally appeared before me, the undersigned authority in and for State aforesaid, the within named Timothy Gunter who acknowledged that as Secretary for and on behalf of and by authority of Industrial Developments International, Inc., a Delaware corporation, he signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned, after first being duly authorize to so do.

Given under my hand and seal of office this 14 day of January __, 2003.


Notary Public: Mona L. Kenton
My Commission Expires: 2-8-05



EXHIBIT A

PROPERTY DESCRIPTION:

COMMENCING AT A POINT BEING THE RECOGNIZED AND ACCEPTED NORTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CHICKASAW CESSION; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST WITH THE CENTERLINE OF AIRWAYS BOULEVARD A DISTANCE OF 1672.98 FEET TO A POINT; THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS WEST A DISTANCE OF 53.00 FEET TO A POINT AT THE SOUTH END OF A CURVE LOCATED AT THE SOUTHWEST CORNER OF AIRWAYS BOULEVARD (106 FOOT RIGHT-OF-WAY) AND AIRPORT INDUSTRIAL DRIVE (68 FOOT RIGHT-OF-WAY); THENCE NORTHWESTWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, DELTA ANGLE 89 DEGREES 57 MINUTES 44 SECONDS, ARC LENGTH 54.95 FEET, TANGENT 34.98 FEET, CHORD NORTH 44 DEGREES 49 MINUTES 20 SECONDS WEST 49.48 FEET TO A POINT IN THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE; THENCE NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST WITH THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE A DISTANCE OF 180.45 FEET TO AN IRON PIN SET IN THE WEST LINE OF LOT 4, AIRPORT INDUSTRIAL BUSINESS PARK P.B.P. SUBDIVISION AS RECORDED IN PLAT BOOK 77 PAGES 7 AND 8, IN SOUTHAVEN, DESOTO COUNTY MISSISSIPPI, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY WITH THE WEST LINE OF SAID LOT 4 THE FOLLOWING CALLS:

SOUTH 00 DEGREES 11 MINUTES 47 SECONDS WEST A DISTANCE OF 75.29 FEET; THENCE SOUTH 52 DEGREES 27 MINUTES 35 SECONDS EAST A DISTANCE OF 74.85 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 47 SECONDS WEST A DISTANCE OF 520.20 FEET TO AN IRON PIN SET IN THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST WITH THE SOUTH LINE OF LOT 4 A DISTANCE OF 156.34 FEET TO AN IRON PIN SET IN THE WEST LINE OF AIRWAYS BOULEVARD; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST WITH THE WEST LINE OF AIRWAYS BOULEVARD A DISTANCE OF 239.11 FEET TO A PK NAIL SET IN THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST A DISTANCE OF 1571.14 FEET TO AN IRON PIN SET ON CURVE; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 334.00 FEET, DELTA ANGLE 31 DEGREES 12 MINUTES 17 SECONDS, ARC LENGTH 181.90 FEET, TANGENT 93.27 FEET, CHORD NORTH 15 DEGREES 47 MINUTES 55 SECONDS EAST 179.66 FEET TO AN IRON PIN SET AT A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 11 MINUTES 47 SECONDS EAST A DISTANCE OF 755.45 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, DELTA ANGLE 105 DEGREES 31 MINUTES 13 SECONDS, ARC LENGTH 64.46 FEET, TANGENT 46.04 FEET, CHORD NORTH 52 DEGREES 57 MINUTES 23 SECONDS EAST 55.73 FEET TO AN IRON PIN SET AT A POINT OF COMPOUND CURVATURE IN THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE (68' RIGHT-OF-WAY); THENCE SOUTHEASTWARDLY WITH THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 566.00 FEET, DELTA ANGLE 04 DEGREES 42 MINUTES 53 SECONDS, ARC LENGTH 46.57 FEET, TANGENT 23.30 FEET, CHORD SOUTH 71 DEGREES 55 MINUTES 34 SECONDS EAST 46.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 69 DEGREES 34 MINUTES 07 SECONDS EAST WITH THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE A DISTANCE OF 83.20 FEET TO AN IRON PIN SET AT A POINT

OF CURVATURE; THENCE SOUTHEASTWARDLY WITH THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 634.00 FEET, DELTA ANGLE 20 DEGREES 14 MINUTES 06 SECONDS, ARC LENGTH 223.90 FEET, TANGENT 113.13 FEET, CHORD SOUTH 79 DEGREES 41 MINUTES 10 SECONDS EAST 222.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST WITH THE SOUTH LINE OF AIRPORT INDUSTRIAL DRIVE A DISTANCE OF 920.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.71 ACRES.

This Instrument prepared by:

**Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
(404) 881-7000
Attn: Joseph All**

Grantor:

**Industrial Developments International, Inc.
3424 Peachtree Road, Suite 1500
Atlanta, GA 30326
Telephone: (404) 479-4000**

Grantee:

**Helen of Troy, LP
1 Helen of Troy Plaza
El Paso, TX 79912
Telephone: (915) 225-8033**

Indexing Instructions:

NE 1/4 Section 24, Township 1S, Range 8W