

ASSIGNOR represents and warrants that

1. The Lease Agreement with JAMES O. CAGLE and MAMIE B. CAGLE, his wife, is in full force and effect, has not been modified and there are no breaches or defaults under the terms thereof, and ASSIGNOR has received no notices of default from its Lessor.

2. ASSIGNOR has received no notice of change of ownership of said premises.

3. ASSIGNOR makes rent payments to JAMES O. CAGLE and MAMIE B. CAGLE, his wife, at 101 Keys Avenue, Columbia, Mississippi, and has received no notice of a change of address from its Lessor.

4. The property may be used for any lawful purpose subject to the applicable zoning regulations, laws and any other regulations.

5. ASSIGNOR has not exercised its non-renewal rights under Paragraph (2) (Renewal) of said Lease.

6. ASSIGNOR has good right to assign said Lease.

ASSIGNOR covenants and agrees to furnish to ASSIGNEE all statements for taxes, assessments and betterments levied against the Lease premises and all other notices received from its Lessor promptly upon receipt by ASSIGNOR.

In consideration of this assignment by ASSIGNOR, ASSIGNEE hereby expressly assumes all of the obligations of ASSIGNOR under the terms, covenants and conditions of said Lease and agrees to make all of the payments and perform all of the terms, covenants and conditions to be made and performed by the Lessee under said Lease and covenants and agrees to indemnify and to hold ASSIGNOR harmless from any and all liability arising from ASSIGNEE's failure to abide by all of the terms, covenants, conditions and obligations of said Lease.

ASSIGNEE hereby covenants and agrees to pay and discharge any claims, liens or demands against the premises on account of any repairs, alterations or improvements constructed by ASSIGNEE and to pay and discharge all ad valorem taxes and special assessments levied against the premises during the term of the Lease.

ASSIGNEE further covenants and agrees to indemnify and save ASSIGNOR harmless from any and all claims, demands, liability or expense resulting from ASSIGNEE's failure to pay and discharge any claims on account of such improvements or taxes.

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