

LEASE

LEASE
Date: 9/23/02

RECEIVED SEP 30 2003

This Lease made this 23rd day of Sept., 2002, between Topvalco, Inc., an Ohio Corporation, ("Landlord") and Trang T. Nguyen ("Tenant").

Witnesseth

In consideration of the rents contained and reserved herein, and the covenants and agreements to be observed and performed by Tenant, Landlord hereby leases to Tenant, upon the following terms and conditions, and Tenant hereby rents from Landlord, those certain premises having measurements of approximately 950 square feet and outlined in red and denoted as Space Number 11A on Exhibit "A" attached hereto and, by this reference, made a part hereof ("Demised Premises") in the American Way Shopping Center described in Exhibit "B" ("Shopping Center") in the City of Memphis, County of Shelby, State of Tennessee, for the term of three (3) years and Zero months commencing on the 1st day of September, 2002, and ending on the 31st day of August, 2005, at midnight unless sooner terminated as provided herein:

ARTICLE I

SECTION 1.1 TENANCY FROM MONTH TO MONTH. Should Tenant remain in possession of the Demised Premises after expiration of this Lease, or of any renewal term of which Tenant shall have availed itself or after any earlier termination provided or permitted herein, it shall be a tenant from month-to-month at 120% of the rental required by the terms hereof to be paid Landlord in the month prior to Tenant becoming a month-to-month tenant and on the same conditions, except as to rent, term, and renewals, as provided herein.

SECTION 1.2 COMPLETE TERM. This Lease shall commence on September 1, 2002 and terminate on August 31, 2005 for a full term of three (3) years and Zero months (the "Lease Term").

ARTICLE II

SECTION 2.1 READY FOR OCCUPANCY AND COMMENCEMENT OF TERM. Subject to the terms and conditions hereunder, Landlord has constructed the Shopping Center substantially as shown on Exhibit "A", with the Demised Premises in approximately the location shown outlined in red on Exhibit "A" according to specifications for the Demised Premises attached hereto as Exhibit "C".

ARTICLE III

SECTION 3.1 RENT. For and in consideration of the Demised Premises, the covenants and conditions herein contained, Tenant shall pay rental to Landlord in monthly installments due in advance on the first day of each calendar month as follows:

Months 1 – 36 9-1-02 thru 8-31-05 \$11.00/s.f. \$870.83/month

Rental shall commence on September 1, 2002. Rent for a partial month shall be prorated and if rent commences prior to the first of the month, the partial payment shall be made with the first monthly payment.

The Tenant shall pay said rent to Landlord, Topvalco, Inc., or to such other address as Landlord may designate from time to time by written notice to Tenant, without demand and without deduction, set-off or counterclaim. Time is of the essence of Tenant's obligation to pay rent as herein set out. Should any rental installment not be paid promptly as required by the terms of this Lease, and, if such installment remains unpaid and delinquent beyond the fifth (5th) day upon which it was due and owing, then there shall be imposed a late penalty equal to six percent (6%) of the amount of said delinquent rental installment. Any penalty amount so imposed shall be due and payable with the delinquent rent installment, which occasioned its imposition. If Landlord shall at any time or times accept said rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as, a waiver of any or all of the Landlord's rights hereunder.

SECTION 3.2 SECURITY DEPOSIT. To secure Tenant's full and faithful compliance of all the terms, covenants and conditions set forth herein, Tenant shall deposit with Landlord the sum of \$870.83 dollars as a security deposit therefor. Such security deposit shall be returned to Tenant upon the termination of this Lease provided that the Tenant is not then in default hereunder and the Tenant has removed all of its personal property from the Demised Premises and has repaired any damage caused to the Demised Premises during the term of this Lease.

SECTION 3.3 ADVANCE RENTAL. This section intentionally deleted.

SECTION 3.4 PERCENTAGE RENT. This section intentionally deleted.

SECTION 3.5 PARTIAL YEAR PERCENTAGE PAYMENTS. This section intentionally deleted.

SECTION 3.6 TENANT'S RECORDS. This section intentionally deleted.

ARTICLE IV

Section 4.1 NO ESTATE IN LAND/NO PARTNERSHIP. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

ARTICLE V

Section 5.1 NO REPRESENTATIONS BY LANDLORD. Neither Landlord nor any agent or employee of Landlord have made any representations or promises with respect to the Demised Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Landlord except as herein expressly set forth. The Tenant, by taking possession of the Demised Premises, shall accept the same "as is", and such taking of possession shall be conclusive evidence that the Demised Premises are in good and satisfactory condition at the time of such taking of possession.

ARTICLE VI

SECTION 6.1 LANDLORD'S COMMON AREA MAINTENANCE OBLIGATION. Landlord agrees to maintain the Common Area of the Shopping Center. "Common Area" shall be defined as all those portions of the Shopping Center not from time to time improved with buildings. Truck wells or delivery docks shall be considered, but not by way of limitation, as building area. Any building area or future building area

shown on Exhibit "A" shall be considered Common Area until such time as construction of buildings commences in such areas. Commencement of construction shall be deemed to be commencement of site work. Landlord's maintenance obligation includes, without limitation, repair, replacement, maintenance, and the restriping of the paved areas, pedestrian walkways and sidewalks, landscaping, and parking lot lighting. Landlord's obligation also includes, but not by way of limitation, keeping the Common Area reasonably free of snow, trash and debris, providing all Common Area electrical service, and, if deemed necessary by Landlord in Landlord's sole reasonable judgment, security, and, if deemed necessary by Landlord in Landlord's sole judgment, advertising to promote the Shopping Center to the general public. See Section 8.2 hereof.

SECTION 6.2 LANDLORD'S OBLIGATION TO PAY AD VALOREM TAXES ON REAL ESTATE. Landlord shall pay, when due, any and all taxes, public charges and assessments of whatsoever nature, directly or indirectly assessed or imposed upon the land, buildings and improvements constituting the Shopping Center. See Section 8.3 hereof.

SECTION 6.3 OTHER TAXES. Ad valorem taxes on Tenant's personal property and leasehold improvements installed by Tenant shall be Tenant's obligation and declared and paid by the Tenant. All other taxes measured by, assessed on or relating to the separate business of Tenant are the responsibility of Tenant.

SECTION 6.4 LANDLORD'S OBLIGATION TO INSURE. Landlord shall insure the Shopping Center against property damage and personal injury in the minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage combined or such other amounts as Landlord deems necessary provided Landlord maintains the minimum amount set forth above. Landlord agrees to keep the Shopping Center insured for fire and extended coverage for the replacement value thereof with responsible insurance companies authorized to do fire and extended coverage in the state where the Shopping Center is located. Landlord may self-insure all or any part of its obligations hereunder or may insure the Shopping Center under a master or umbrella policy of insurance and may attribute a premium therefor based on the reasonable premium of acquiring a single policy of insurance covering the Shopping Center, in Landlord's judgment. See Section 8.2 hereof.

SECTION 6.5 LANDLORD'S DUTY TO REPAIR DEMISED PREMISES. Except for damages caused by the acts or negligence of Tenant, its agents, employees, invitees, contractors, licensees or tenants, for which Tenant shall be liable, Landlord agrees to keep the roof and exterior structural walls (exclusive of glass) of the Demised Premises in good repair. Tenant shall at once report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair and failure to report such defects will release Landlord from any liability to Tenant for damages to Tenant's property arising from such defect. Tenant further agrees to indemnify and hold Landlord harmless from any claim for bodily injury or property damage arising out of such a defective condition known to Tenant, which Tenant failed to report to Landlord. Landlord shall have a reasonable time after receipt of notice from Tenant to commence and complete repairs required of Landlord hereunder.

SECTION 6.6 QUIET ENJOYMENT. Landlord covenants to Tenant full, peaceable, and quiet enjoyment of the Demised Premises so long as Tenant is in full compliance with the terms and conditions of this Lease, provided that the covenants contained herein are expressly made subject to all matters of record, unpaid real estate taxes and assessments which are not due and payable but form a lien on the Demised Premises, all public and private utilities and rights-of-way, and all matters affecting title

and disclosed by an inspection of the Demised Premises. Landlord may, at Landlord's sole discretion, alter the configuration of the Common Area or the Shopping Center, including without limitation, addition or deletion of paved and building areas, and any such alteration shall not constitute a violation of this Lease or a disturbance of Tenant's peaceable possession.

SECTION 6.7 RULES AND REGULATIONS. Landlord shall be permitted to promulgate such rules and regulations as are reasonably necessary to manage the Shopping Center provided, however, that such rules and regulations may not conflict with the terms of this Lease. Tenant hereby agrees to operate in the Demised Premises in accordance with such rules and regulations.

ARTICLE VII

SECTION 7.1 DEMISED PREMISES CONDEMNATION. If all or any part of the Demised Premises shall be taken under power of eminent domain or transferred in lieu of such taking, this Lease shall automatically terminate. Any portion of any award given Landlord or Tenant as compensation for such taking specifically designated for Tenant's trade fixtures or equipment shall be Tenant's. All other awards for such taking shall be Landlord's.

SECTION 7.2 COMMON AREA CONDEMNATION. If a portion of the Common Area is taken under power of eminent domain or transferred in lieu of such taking and the result of such taking is to totally block Tenant's access to the Demised Premises for a continuous period of at least thirty (30) days or to reduce the number of parking spaces in the Common Area by an amount exceeding 25% of the original parking spaces, then Tenant shall be permitted to cancel this Lease upon thirty (30) days prior written notice to Landlord; provided, however, Tenant must exercise its right to cancel hereunder within thirty (30) days after such taking.

SECTION 7.3 CASUALTY. If the Demised Premises are damaged by fire or casualty or Acts of God such that the Demised Premises are not suitable for occupancy and the damage cannot be repaired in ninety (90) days (said time period to be extended for delays for labor disputes, material shortages, Acts of God or other reasons beyond Landlord's control), this Lease shall terminate. If the Demised Premises are damaged but can be repaired within said ninety (90) days or extended as set forth herein, rent shall abate in proportion to the square footage of the Demised Premises which cannot be occupied and Landlord shall restore the damaged portion of the Demised Premises. Notwithstanding the foregoing, Landlord, in the event of damage or destruction to the Demised Premises or Shopping Center, shall have the option of terminating this Lease if repairing or restoring the Demised Premises and/or the Shopping Center, in Landlord's sole judgment, is not economically desirable.

SECTION 7.4 UTILITY SERVICE INTERRUPTION. Interruptions of utility services shall not be considered a default under this Lease and Landlord shall bear no liability for such interruptions unless caused solely by Landlord's intentional or grossly negligent acts or omissions.

ARTICLE VIII

SECTION 8.1 EXCLUSIVE USE. Tenant shall not use, occupy or operate in the whole or in any part of the Demised Premises for any other purpose than a nail salon for the purpose of performing manicuring services and the sale of directly related manicuring products or permit the Demised Premises to be used for any other purpose. Tenant agrees, at a minimum, to be open for business 48 hours per week. Tenant shall not use or occupy the Demised Premises in violation of any law,

ordinance, regulation or any other governmental directives having jurisdiction thereof. Should Tenant cease operation of the business required herein to be conducted on the Demised Premises for more than thirty (30) days for any reason except for Acts of God, force majeure, strikes, or casualty, then Landlord shall have the right to cancel this Lease, which remedy is in addition to any other remedy Landlord may have under this Lease.

SECTION 8.2 COMMON AREA MAINTENANCE AND INSURANCE REIMBURSEMENT. Tenant shall pay to Landlord, Tenant's proportionate share of all costs and expenses incurred by Landlord pursuant to Sections 6.1 and 6.4 hereof. Tenant's proportionate share of these costs and expenses shall be computed by multiplying such costs and expenses by a fraction, the numerator of which shall be the total square feet of floor area in the Demised Premises at the time such calculation is made and the denominator of which shall be the gross leasable area of the Shopping Center at the time such calculation is made. For purpose of calculating charges for insurance, Landlord shall be entitled to impute premiums as set forth in Section 6.4 hereof. See Section 8.5 hereof.

SECTION 8.3 AD VALOREM REAL ESTATE TAX REIMBURSEMENT. Tenant shall pay to Landlord, Tenant's proportionate share of amounts paid by Landlord pursuant to Section 6.2 hereof, including all expenses and fees incurred by Landlord in contesting such amounts. Tenant's proportionate share shall be computed by multiplying the total of all such amounts paid pursuant to Section 6.2 hereof in any single Calendar Year by a fraction, the numerator of which shall be the total square feet of floor area in the Demised Premises and the denominator of which shall be the gross leasable area of the Shopping Center at the beginning of the Calendar Year in which such calculation is made. See Section 8.5 hereof.

SECTION 8.4 ADMINISTRATIVE EXPENSE REIMBURSEMENT. In the event Landlord retains a shopping center management company ("Management Company") to perform Landlord's obligations under this Lease, Tenant agrees to reimburse Landlord, Tenant's proportionate share of such Management Company's fees ("Management Fees"). Tenant's proportionate share of Management Fees shall be computed by multiplying Management Fees by a fraction, the numerator of which shall be the total square feet of floor area in the Demised Premises at the time such calculation is made and the denominator of which shall be the gross leased area of the Shopping Center at the time such calculation is made. Should Landlord not retain a Management Company, Tenant shall include an amount in any reimbursements due pursuant to Sections 8.2 and 8.3 hereof equal to ten percent (10%) of such reimbursement as Tenant's proportionate share of Landlord's reasonable administrative costs and expenses. See Section 8.5 hereof.

SECTION 8.5 MONTHLY ESTIMATED PAYMENTS. The reimbursements required in Sections 8.2, 8.3 and 8.4 hereof shall be paid by Tenant in advance by monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each calendar year, each installment being due on the first day of each month during the calendar year. No such estimate shall in any way reduce Tenant's obligation to reimburse Landlord for Tenant's prorata share of actual expenses when those expenses are determined. Within sixty (60) days of the end of the calendar year or such reasonable time thereafter, Landlord shall deliver to Tenant a statement of Landlord's Sections 8.2, 8.3, and 8.4 expenses and charges for the preceding calendar year. If Tenant's share of the actual costs for the calendar year are more than the estimated payments made by Tenant, Tenant shall pay the additional amount within thirty (30) days. If Tenant's share of the actual costs for such calendar year are less than the estimated payments made by Tenant, Landlord shall credit such amounts against next due monthly installments of annual rental. Failure of Landlord to provide

the referenced statement of costs called for hereunder within the time prescribed shall not relieve Tenant from its obligations hereunder. All payments made by Tenant hereunder are deemed additional rental.

SECTION 8.6 NO STRUCTURAL ALTERATIONS. Tenant shall not alter the exterior or structure of the Demised Premises and shall not make any non-structural alterations to the Demised Premises or any part thereof without Landlord's prior written approval of such alteration. Upon termination of this Lease, Landlord shall have the option of retaining alterations or requiring Tenant to restore the Demised Premises to its condition prior to the alterations. Tenant hereby indemnifies Landlord against and shall keep the Demised Premises free from any claims, damages, expenses, including without limitation, attorney's fees, and all mechanics' and materialmen's' liens arising from work performed by Tenant on the Demised Premises. Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant or to anyone holding the Demised Premises, or any part thereof, through or under Tenant, and no mechanic's or materialmen's' lien shall attach to or affect Landlord's interest in the Demised Premises or the Shopping Center. In the event a mechanics' or materialmen's lien is filed against the Demised Premises or the Shopping Center related to or arising out of any work performed or ordered to be performed by Tenant, Tenant's agents, employees, or contractors, or materials supplied to them, Tenant shall be considered to be immediately in default of this Lease notwithstanding the notice provisions of Section 9.1 hereof. Tenant shall, within thirty (30) days of such default, (i) pay any and all amounts due such lien holder and obtain a recordable release of such lien, (ii) release such lien from the record, or (iii) obtain a bond from a reputable bonding company guaranteeing payment of the lien and removal of the lien from record. Should Tenant fail to cure the default specified in this Section 8.6, then Landlord may exercise any or all Landlord's rights and remedies set forth in Section 9.1 hereof.

SECTION 8.7 TENANT'S DUTY TO REPAIR AND MAINTAIN. Tenant shall, at Tenant's own expense, keep and maintain the Demised Premises and appurtenances thereto in good order and repair except portions of the Demised Premises to be repaired by Landlord pursuant to Section 6.5 hereof. Tenant shall keep the Demised Premises clean and rubbish free, inside and out, at its own expense and will deposit rubbish and trash from the Demised Premises at locations established in the Shopping Center by Landlord.

SECTION 8.8 NO OBSTRUCTION. Tenant shall neither encumber nor obstruct any portion of the Common Area in any manner whatsoever, including sales of merchandise, without Landlord's prior written approval permitting such obstruction.

SECTION 8.9 HAZARDOUS SUBSTANCES. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of, on or in the Demised Premises by Tenant, Tenant's agents, employees, contractors or invitees without first obtaining Landlord's prior written consent. If Hazardous Substances are used, stored, generated, or disposed of, on or in the Demised Premises except as permitted above, or if the Demised Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, the decrease in value of the Demised Premises) caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney's fees, consultant, and expert fees arising during or after the Lease Term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or

permits the presence of any Hazardous Substance on the Demised Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Demised Premises to the condition existing prior to the presence of any such Hazardous Substance on the Demised Premises. Tenant shall first obtain Landlord's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, any state, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, "asbestos, polychlorobiphenyls ("PCB's"), and petroleum."

SECTION 8.10 SIGNS. Tenant shall not place or suffer to be placed on the exterior of the Demised Premises any sign or advertisement not first approved in writing by Landlord, including, but not limited to, any placed on the Demised Premises' plate glass regardless of whether such sign is placed on the interior or exterior of said plate glass. Landlord's sign criteria is attached as Exhibit "D" and made a part hereof.

SECTION 8.11 PLATE GLASS. Tenant shall replace, at its sole cost and expense, any and all plate glass and any other glass damaged or broken by any cause whatsoever in, on, or about the Demised Premises.

SECTION 8.12 TENANT'S INSURANCE OBLIGATION. Tenant agrees to carry at its own expense throughout the term of this Lease and any renewals thereof (i) public liability insurance covering the Demised Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Section 8.16 hereof, in companies and in a form satisfactory to Landlord with a combined single limit for property damage and bodily injury of not less than \$2,000,000, per occurrence, (ii) if Tenant sells, in any manner, any alcoholic beverages, Tenant shall carry "dram shop" insurance in the minimum amount of one million (\$1,000,000) dollars per occurrence and (iii) Workers' Compensation Coverage for Tenant's employees in accordance with State law. Landlord shall be entitled to increase the amount of coverage and change the type of insurance provided in this Section 8.12. Tenant agrees to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of any use or occupancy of the Demised Premises by Tenant; said policy or policies shall name Landlord (and any mortgagee of Landlord of which Tenant is notified) and Tenant as insureds and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than twenty (20) days in advance of any modifications or cancellations thereof. Should Tenant fail to carry such public liability insurance, or "dram shop" insurance, Landlord may at Landlord's option cause public liability insurance, or "dram shop" insurance, to be issued on Tenant's behalf in conformance with the requirements herein set forth, and in such event Tenant agrees to pay the premium for such insurance as additional rent hereunder promptly upon Landlord's demand.

SECTION 8.13 SUBORDINATION AND ATTORNMENT. This Lease at all times shall be subject and subordinate to any liens, mortgages, deeds of trust or other financing instruments now or hereafter affecting the Shopping Center. Within five (5) days following request of Landlord, Tenant shall evidence in writing its subordination and attornment to the lien of any mortgage or deed of trust from any method of financing or refinancing now or hereafter in force against land and/or any Shopping Center buildings of which the Demised Premises is now or hereafter a part, and attorn to any such mortgagee or deed of trust holder, provided such mortgagee or deed of trust holder agrees in writing not to disturb Tenant's occupancy of the Demised Premises so long as Tenant is not in default. In the event Landlord sells, leases or hypothecates all or any portion of the Shopping Center and as part of such transfer, assigns Landlord's

interest in the Lease to a third party, then Tenant shall attorn to any such third party as if such third party were Landlord, provided such third party assumes all Landlord obligations occurring under the Lease subsequent to the assignment. In conjunction with such transfer, Tenant shall provide Landlord with an estoppel certificate, in form satisfactory to Landlord, setting forth the lease term, renewals thereof, if any, and rental. Such certificate shall also state: (i) that no rent has been paid more than one month in advance (other than Advance Rentals specified herein); (ii) that no defaults exist on the part of Landlord under the Lease as of the date of such certificate, but if there is a claimed default, a description of such default; and, (iii) that the Lease is in full force and effect. Tenant shall deliver such certificate to Landlord fully and correctly executed, within ten (10) days of Landlord's initial written request. If Tenant shall fail to do so, Tenant shall be deemed to have certified affirmatively to the matters set forth herein, which certification is hereby self-operative and without further agreement.

SECTION 8.14 LANDLORD'S RIGHT OF ENTRY. Tenant shall permit Landlord and its agents to enter the Demised Premises at all reasonable times for the purpose of examining or inspecting the Demised Premises or records permitted by this Lease to be examined by Landlord, or its agents; showing the Demised Premises to prospective purchasers or tenants of the Demised Premises or Shopping Center; and to perform such repairs or alterations to the Demised Premises or Shopping Center as Landlord is required or permitted hereunder to perform. Landlord shall also be permitted to place "For Sale" and "For Rent" signs in, on, or about the Demised Premises within the last sixty (60) days of the Lease Term.

SECTION 8.15 BROKERS. Tenant warrants that it has had no dealing with any real estate broker or agent in connection with the negotiation of this Lease and that it knows of no other real estate broker or agent who is or might be entitled to a commission with this Lease. Tenant agrees to indemnify, protect, and hold Landlord harmless from and against any and all claims and expenses, including without limitation attorney's fees, for any commissions of any real estate brokers or agents.

SECTION 8.16 LANDLORD HELD HARMLESS. Tenant hereby agrees to indemnify, protect, and hold Landlord harmless from and against any and all claims and expenses, including without limitation attorney's fees, for property damages or personal injury arising out of or with respect to Tenant's use of the Tenant's business on the Demised Premise regardless of whether such use or business conduct is permitted by the terms of this Lease or suffered by Landlord.

SECTION 8.17 ASSIGNMENT OR SUBLETTING. Tenant shall not sell, assign, hypothecate or otherwise transfer this Lease, or sublet or license the Demised Premises or any part thereof without the prior written consent of Landlord. The consent by Landlord shall not relieve Tenant from primary liability for performance of Tenant's obligations under the terms and conditions of this Lease nor relieve Tenant, its subtenant, assignee, or licensee from obtaining the express written consent of Landlord for any further selling, hypothecating, or other transfer including without limitation assigning, subleasing, or licensing. Tenant understands that this clause creates an absolute prohibition against a transfer without Landlord's explicit prior written approval and Landlord has absolute discretion to withhold its consent. For purpose of this Section 8.17, transfer of 50% or more of the assets of Tenant, or if Tenant is a corporation, transfer of 50% or more of the capital stock of Tenant or the issuance of additional stock, or if Tenant is a partnership the transfer of any partnership interest, shall be deemed to be an assignment.

SECTION 8.18 MERCHANTS ASSOCIATION. This section intentionally deleted.

ARTICLE IX

SECTION 9.1 TENANT'S DEFAULT. In the event of Tenant's failure to timely and diligently perform any of its Lease obligations, within five (5) days after notice from Landlord, Tenant shall be in default hereunder and Landlord may: (i) proceed to cure such default, in which case Tenant shall reimburse Landlord for any expense plus interest at the rate of ten percent (10%) per annum, incurred by Landlord in curing Tenant's default, including without limitation attorney's fees, and Tenant grants to Landlord reasonable entry for purposes of curing such default; or (ii) Landlord may evict Tenant and relet the Demised Premises and apply such rentals against all sums due under the Lease, including without limitation the costs of readying the Demised Premises for reletting; or, (iii) Landlord may declare the Lease to be terminated, but such declaration will not affect Landlord's right to collect damages for failure of Tenant's obligations, including without limitation attorney's fees and damages based on loss of rent; or, (iv) Landlord may proceed with any other remedies at law available to Landlord in this Lease or in equity. Landlord's election to use one remedy shall not preclude Landlord's subsequent election to use any other remedy. Notwithstanding anything to the contrary in this Section 9.1, if Tenant's failure to perform its Lease obligations threatens injury to person or damage to property then such failure shall immediately become a default without regard to notice from Landlord.

SECTION 9.2 TENANT'S BANKRUPTCY. Should Tenant become bankrupt or insolvent or file any debtor proceedings or if Tenant shall take or have taken against Tenant any petition of bankruptcy or if Tenant shall have an action or have action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets, or if Tenant shall file a petition for corporate reorganization or shall make an assignment for benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law, then any or all of these occurrences in this Section shall be deemed a Tenant default under Section 9.1 hereof and such default shall apply to and include any guarantor of this Lease and permit termination of this Lease.

ARTICLE X

SECTION 10.1 SURRENDER OF THE DEMISED PREMISES. At the expiration of the term of this Lease, Tenant shall surrender the Demised Premises to Landlord broom clean and in good condition, normal wear and tear excepted. Tenant shall have the right to remove its trade fixtures and equipment provided Tenant removes same prior to the end of the term of the Lease or expiration of any renewals exercised by Tenant and further provided said removal shall not damage the Demised Premises. In the event that said removal should damage the Demised Premises, Tenant shall be required to restore the Demised Premises to the condition prior to such removal.

ARTICLE XI

SECTION 11.1 NOTICES OR APPROVALS. Any notices or approvals required or permitted to be given hereunder shall be in writing and either be given personally, or by certified mail, postage prepaid, return receipt requested, addressed to Tenant at 4045 American Way Boulevard, Suite 11A, Memphis, Tennessee 38118 and to Landlord at Regency Realty Group, Inc., 126555 Olive Boulevard, Suite 200, St. Louis, Missouri 63141, except that, upon Tenant's taking possession of the Demised Premises, delivery of notice required to be given by Landlord to Tenant hereunder shall be deemed adequate and sufficient notice if delivered to the Demised Premises. In emergency situations threatening personal injury or property damage, notices required hereunder may be given orally or by phone, but such oral notice shall be

followed as soon as reasonably possible by written notice delivered pursuant to the Lease.

SECTION 11.2 ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties and any and all other agreements, written or oral, are merged herewith.

SECTION 11.3 CAPTIONS. Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof.

SECTION 11.4 CONSTRUCTION. This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee, and contains the entire agreement of the parties hereto, and is intended to be a full, final and complete integration of all prior and contemporaneous agreements of the parties with relation to the Demand Premises.

ARTICLE XII

SECTION 12.1 LANDLORD'S LIABILITY LIMITED. Landlord, as used in this Lease, means the present owner of the Shopping Center and in the event of a sale or transfer by such owner of its entire interest in the Shopping Center such owner shall thereupon be released and discharged from all Lease covenants and obligations thereafter occurring. In the event of any liability of the Landlord to Tenant under this Lease, Tenant shall look only to Landlord's interest in the Shopping Center to satisfy such liability and there shall be no personal liability of Landlord or its employees.

ARTICLE XIII

SECTION 13.1 WAIVER. If under the provisions hereof, Landlord shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's rights hereunder. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant, condition or agreement herein contained shall not operate as a waiver of such breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent; nor shall any endorsement or statement on any check, nor any letter accompanying a check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in the Lease. No reentry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a termination of the Lease or a surrender of the Demised Premises.

In Witness Whereof, this Lease has been duly executed in triplicate, each copy of which shall constitute an original as of the day and date first above written.

WITNESSETH:

TENANT: Trang T. Nguyen

By: Trang T. Nguyen

WITNESSETH:

LANDLORD: Topvalco, Inc.

Chia H. H. H.
Barb H. H.

By: James L. Hodges

Landlord Acknowledgment

STATE OF)
) SS:
COUNTY OF)

This day, before me, a Notary Public in the State and County aforesaid, personally appeared THOMAS E. LODGE with whom I am personally acquainted and who upon oath acknowledged himself to be PRESIDENT of Topvalco, Inc., Landlord in the foregoing Lease, and that he as such officer, being authorized so to do, executed the instrument for the purposes therein contained by signing in the name of the corporation.

Witness my hand and official seal this 27th day of September, 2002.

My commission expires _____

Betty R. Lane

Notary Public



BETTY R. LANE
Notary Public, State of Ohio
My Commission Expires
April 11, 2006

~~Landlord Acknowledgment~~

STATE OF Tennessee,
COUNTY OF Shelby,) SS:

This day, before me, a Notary Public in the State and County aforesaid, personally appeared Trang T. Nguyen with whom I am personally acquainted and who upon oath acknowledged herself to be the TENANT of Topvalue, Inc., Landlord in the foregoing Lease, and ~~that she as such officer, being authorized so to do, executed the instrument for the purposes therein contained by signing in the name of the corporation.~~ Acknowledged the signing to be her voluntary act.

Witness my hand and official seal this 21 day of August, 2002.

My commission expires

MY COMMISSION EXPIRES OCT. 11, 2005

Christie Scott
Notary Public

~~Tenant Acknowledgement~~

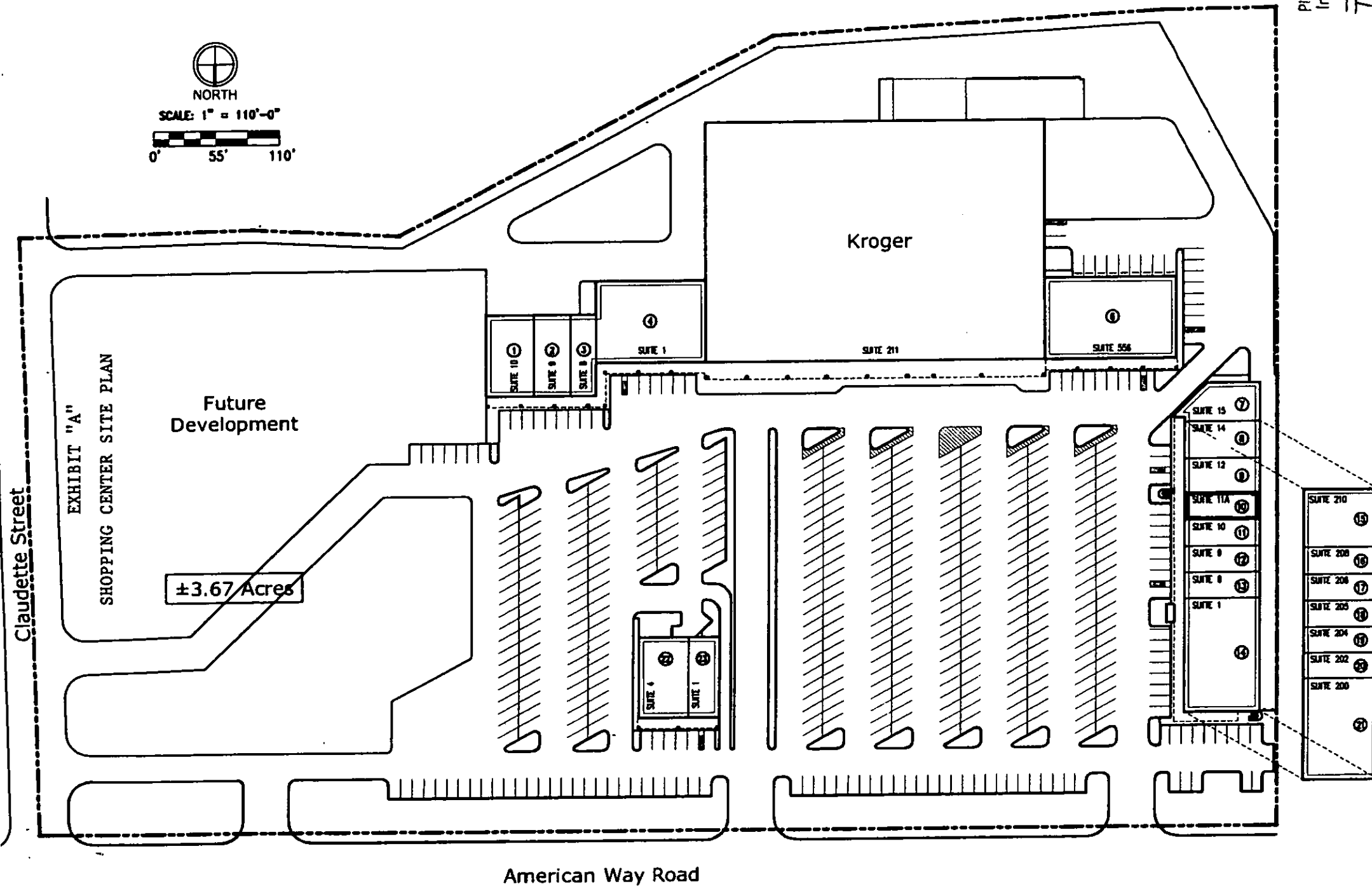
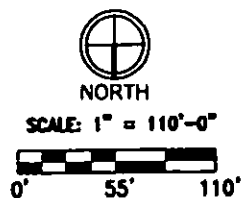
STATE OF TENNESSEE)
COUNTY OF SHELBY) SS:

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Trang T. Nguyen, with whom I am personally acquainted and who upon oath acknowledged herself to be the Tenant in the foregoing Lease and acknowledged the signing to be her voluntary act.

Witness my hand and official seal this _____ day of _____, 2002.

My commission expires:

Notary Public



Weston Design, inc.

memphis tennessee

American Way Village Shopping Center

AMERICAN WAY & CLAUDETTE
MEMPHIS, TENNESSEE

LAND AREA: 15.95 Acres
BUILDING AREA: 121,222 SF
PARKING: ±487 SPACES

Building 'A' 4085 AMERICAN WAY	
TENANT	AREA
1. KEMBA	4,000 SF
2. **AVAILABLE**	1,825 SF
3. WASHINGTON MUTUAL	1,500 SF
4. PRIMARY CARE SERVICES	7,125 SF

Kroger 4075 AMERICAN WAY	
TOTAL	83,908 SF

Building 'B' 4055 AMERICAN WAY	
TENANT	AREA
6. VILLAGE MART	8,625 SF

Building 'C' 4085 AMERICAN WAY	
TENANT	AREA
22. **AVAILABLE**	3,884 SF
23. ACE CASH AMERICA	1,440 SF

Building 'D' 4045 AMERICAN WAY	
TENANT	AREA
7. **AVAILABLE**	1,900 SF
8. FASHION BEAUTY SUPPLY	2,210 SF
9. SHOE VILLAGE	2,050 SF
10. BEAUTIFUL NAILS	850 SF
11. ERICA'S HAIR GALLERY	1,170 SF
12. JACKSON HEWITT TAX SERVICE	1,820 SF
13. JACKSON HEWITT (D.P.)	1,200 SF
14. **AVAILABLE**	6,880 SF
15. TENNESSEE CARRIERS	2,250 SF
16. TENNESSEE CARRIERS (D.P.)	1,240 SF
17. **AVAILABLE**	774 SF
18. LATINO MEMPHIS	1,076 SF
19. MAVERICK SECURITY (D.P.)	1,000 SF
20. MAVERICK SECURITY	1,725 SF
21. **AVAILABLE**	3,002 SF

DATE REVISED: 05/08/02
DIRECTORY: P:\RETAIL\TNT-SITE\VCSC
FILENAME: AMWAY.DWG

EXHIBIT "B"

LEGAL DESCRIPTION

A certain parcel of Land, situated in Memphis, Shelby County, Tennessee, and being that property acquired by Trezevant Properties, as described in Instrument Number WS4971, Shelby County Register's Office, said parcel being the northerly portion of the Doyle Pearson 112 acre tract and being more particularly described as follows:

Commencing at a point at the intersection of the east line of Getwell Road (106' R.O.W.) and the south line of American Way (90' R.O.W.); thence S 89° 55' 54° E, along said south line, a distance of 647.12 feet to a point; thence N 88° 42' 27° E a distance of 119.71 feet to a found iron pipe at the northeast corner of Lot 2 of Holman Subdivision; thence S 00° 03' 19° E, along the east line of said Lot 2, a distance of 2.84 feet to a point, said point being herein described as THE POINT OF BEGINNING; thence S 89° 55' 54° E, along the south line of American Way, a distance of 1075.45 feet to the centerline of Claudette Street; thence S 02° 02' 57° E, along said centerline, a distance of 539.75 feet; thence S 88° 30' 18° W, a distance of 202.71 feet; thence N 87° 01' 10° W, a distance of 125.30 feet; thence S 62° 05' 18° W, a distance of 369.00 feet; thence South 86° 49' 58° W, a distance of 341.57 feet; then South 89° 03' 58° W, a distance of 99.16 feet; thence N 00° 03' 19° W, a distance of 737.68 feet to THE POINT OF BEGINNING.

Containing 15.957 Acres (695,091 square feet).

The above described property is subject to an easement for vehicular and pedestrian ingress and egress to and from the Cheshire Apartments over and across Claudette Street south of American Way.

Said easement area is more particularly described as follows:

Beginning at a point in the centerline of Claudette Street, said point being the southeast corner of the above described property; thence northwardly along said centerline and 25 feet west of said centerline, a distance of 539.75 feet to the south Right-of-Way line of American Way.

Together with the right to install, maintain, and relocate within the above described easement above ground and underground utilities including gas, water, electric, sanitary and storm sewers.

EXHIBIT "C"

LANDLORD TENANT FINISH

It is agreed and understood that Tenant is leasing the leased premises in its "as is" condition and that no alterations, physical additions or improvements shall be performed in the leased premises. In the event Tenant should require any alterations, physical additions or improvements in the future, all costs shall be borne by Tenant, and must first be approved by Landlord in writing. In addition, any alterations, physical additions, or improvements must be approved by Landlord.

EXHIBIT "D"

LANDLORD'S SIGN CRITERIA

AMERICAN WAY VILLAGE MEMPHIS, TENNESSEE

The following sign criteria has been established to assist tenants in complying with their lease. These basic standards have been made to govern the design, fabrication, and installation of tenant signs and is intended to afford all tenants with good visual identification, both day and night, and to protect against poorly designed and badly proportioned signage.

The sign standards have been selected to harmonize and compliment the building materials and will assist in creating the proper atmosphere of the center, which we feel is located in the most prestigious area of Memphis.

Please inform your sign fabricator that he must submit three (3) copies of his sign drawings to the office of the center's management agent:

Weston Companies
P.O. Box 17847
MEMPHIS, TN 38187-0847

PHONE: 901-682-9100

for approval prior to fabrication and installation of your sign. Three (3) copies of the sign drawings must be submitted on or before two (2) weeks after execution of the lease agreement and the sign must be installed on or before forty-five (45) days after execution of the lease agreement.

Your sign company shall be liable and shall bear all costs for removal and/or correction of signs, sign installation, and damage to the building by sign installations that do not conform with the following specifications.

I. Type Signs Permitted

Only individually mounted, illuminated, all metal letters on raceway with plastic faces and bronze jewelrite retainers are permitted on the front of the building. No logos will be permitted.

II. Letter Style

Letter Style shall be Helvetica Medium (upper and lower case).

III. Colors

The exterior portion of the metal letters shall be #313 Duranodic Bronze, retainers shall be bronze trimcap jewelrite. The interior portion of the letter shall be whitewashed for more efficient lumen output. The plastic face color shall be 3/16" Rohm & Haas #7323 White. Raceway shall be painted PMS 168 Brown to match brick at center.

IV. Sizes of Letters

- A. Depth is to be 5".
- B. Sign to consist of individual letters, not exceeding 36" in height or multiple rows of letters not exceeding 36" in height, including space between rows.
- C. Length is seventy-five percent (75%) of store front. (Example: A tenant having a store front of 40 linear feet can have a sign up to 30' total length.)
- D. All signs shall be centered on store front.

V. Letter Construction

- A. No armor ply or wooden back letters are allowed.
- B. No channel-lume letters are allowed.
- C. Paint grip steel fabrication letters (minimum 22 gauge) or all aluminum fabricated letters (0.062 minimum) are to be used.

VI. Unistrut Construction

Permanently installed into building fascia by Landlord.

VII. Illumination

All neon shall be 6500 White in color using 15MM size tubing and using 30 MA transformers. Neon shall not be noticeable as a source of light when sign is illuminated. Only illuminated sign will be permitted on sign fascia.

VIII. Installation

All letters will be individually mounted on unistruts to meet U. L. standards. No exposed wiring is permitted.

IX. Secondary Wiring

No secondary wiring.

X. Transformers

Transformer shall be all copper wound "GE/France" or equal transformers with no more than fifty feet (50') of neon loaded per transformer. All transformers to be installed through unistrut and grounded for fire protection.

XI. Quantity of Signs

One sign per tenant. (A second sign may be allowed if a leased space affronts more than one elevation.)

XII. Secondary Signs

- A. No exterior signs are to be placed on building wall elevations.
- B. No sandwich or easel/portable signs are permitted without the express permission of the Landlord.
- C. No window signs are permitted without the expressed approval of the Landlord.
- D. Standard address numerals for postal identification will be furnished by the Landlord at no cost to the Tenant.

XIII. SIGN COMPANY SUBMITTALS

Prior to fabrication, three complete sets of 11"x 17" (min.) drawings must be submitted to the Landlord for approval showing:

A. Building Elevations

- 1. Drawn to accurate scale of $3/8" = 1'-0"$.
- 2. Elevation of building side/storefront requiring signage.
- 3. Leased store width dimensions.
- 4. All signage heights, lengths, and thicknesses.
- 5. Dimensioned location of signage in relation to plane of fascia, reveals, and other building projections.
- 6. Signage intended for mounting on glass, brick, exterior insulation and finish system, parking signs, walls and/or doors.
- 7. Interior signs intended to be viewed from outside.

B. Building Cross Section

- 1. Drawn to accurate scale of $3/4" = 1'-0"$.
- 2. Fixed location (vertical and horizontal dimensions) of sign in relation to facade reveals and projections, and projections of the letter or signage from the building facade.

C. Sign Sections

- 1. Drawn to accurate scale of $1-1/2" = 1'-0"$.
- 2. Sign materials.
- 3. Signage/letter heights, thicknesses, and colors.
- 4. Raceway size, color and paint formula/pms number used. Provide color sample on 3"x 3" (min.) aluminum material.
- 5. Sign mounting method.
- 6. Electrical services and connections.

If Tenant or Sign Company have any questions regarding submittals, please contact Greg Terry with Weston Companies at (901)684-6334.

EXHIBIT "E"
GUARANTY

1. The undersigned Guarantor, in consideration of the direct and material benefits that will accrue to Guarantor, and for the purpose of inducing Landlord to execute the foregoing Lease, absolutely and unconditionally guarantees the payment and performance of, and agrees to pay and perform as primary obligor, all liabilities, obligations and duties (including but not limited to payment of rent) imposed upon the Tenant under the terms of the foregoing Lease as if Guarantor had executed the Lease as Tenant.
2. Guarantor recognizes that the obligations under this Guaranty are absolute and unconditional, and that Landlord and its successors and assigns shall have the right to demand performance from and proceed against Guarantor or Guarantors collateral for enforcement of the obligations under this Guaranty without the necessity of first proceeding against or demanding performance by Tenant of or with respect to any obligation, duty or liability under the Lease.
3. Without notice to or consent of Guarantor, Landlord and Tenant may at any time, modify, extend, amend or make other covenants respecting the Lease as may be appropriate, including subleasing and assigning the Lease to third parties. Guarantor shall not be released but shall continue to be fully liable for payment and performance of all liabilities, obligations and duties of Tenant under the Lease as modified, extended or amended and notwithstanding any such sublease or assignment.
4. Guarantor expressly waives notice of acceptance of this Guaranty, demand, notice of dishonor, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Tenant's default under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference thereto or in handling or pursuing any of Landlord's rights under the Lease. Guarantor's obligations hereunder shall not be altered nor shall Landlord be liable to Guarantor because of any action or inaction of Landlord in regard to a matter waived or notice of which is waived by Guarantor.
5. Landlord need not notify Guarantor that Landlord has sued Tenant; but if Landlord gives written notice to Guarantor that it has sued Tenant, Guarantor shall be bound by any judgment or decree therein.
6. Guarantor's liability shall not be affected by any change of status of Tenant through merger, consolidation, or otherwise, and this Guaranty shall continue and shall cover all liabilities, obligations and duties under the Lease.
7. Landlord may sue any Guarantor without impairing Landlord's rights against the other Guarantors, with or without making Tenant a party. Guarantor's liability shall not be affected by any indulgence, release, compromise or settlement agreed upon by Tenant and Landlord, bankruptcy or similar proceeding instituted by or against Tenant, or any Lease termination to the extent Tenant continues to be liable.
8. This Guaranty shall be irrevocable, and, in the event of the death of any Guarantor who is a natural person, shall continue in full force and effect against such Guarantor's estate.
9. Landlord's action or inaction with respect to any of its right under the law or any agreement shall not alter the obligation of Guarantor hereunder. Landlord may pursue any remedy against Tenant or under any other Guaranty without altering the obligations of Guarantor hereunder, and without liability to Guarantor even though Landlord's pursuit of such remedy may result in Guarantor's loss of rights or subrogation, or to proceed against others for reimbursement or contribution, or any other right. No payment by a Guarantor shall entitle him, by subrogation or otherwise, to any rights against Tenant prior to the payment of all obligations under the Lease.
10. If Guarantor becomes liable for any indebtedness owing by Tenant to Landlord, by endorsement or otherwise, other than under the Guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Landlord hereunder shall be cumulative of any and all other rights that Landlord may ever have against Guarantor. The exercise by Landlord of any rights or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other rights or remedy.
11. Guarantor agrees to pay reasonable attorney's fees and other collection costs if this Guaranty is placed in the hands of an attorney for collection.
12. All payments by Guarantor will be made to Landlord at the address of Landlord set forth in the Lease.
13. In the event any condition of this Guaranty shall be found illegal or invalid for any reason, the remaining provisions shall be interpreted and construed as if the illegal or invalid provision was not a part of the Guaranty. The unenforceability or invalidity, as determined by a court of competent jurisdiction, of any provision of this Guaranty as to any Guarantor shall not render unenforceable or invalid any other provision as to any other Guarantor.
14. This Guaranty shall be binding upon Guarantor, Guarantor's successors, heirs and assigns, and shall inure to the benefit of Landlord, its successors and assigns. Each gender shall include all genders, and the singular shall include the plural and the plural the singular, as the context shall require. This Guaranty is made under and shall be governed by and construed in accordance with the laws of the state in which the leased premises is situated.
15. Anything contained herein to the contrary notwithstanding, the liability of each undersigned Guarantor to this instrument shall be joint and several.

EXECUTED this _____ day of _____, 2002.

GUARANTOR:

Nhan T. Le

(Type Name of Guarantor)

Nhan T. Le

(Signature)

4308 Satin oak

(Home Street Address)

Memphis TN 38141

(City, State, Zip Code)

**SHOPPING CENTER
SMALL TENANT LEASE**

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LEASE TERMINATION AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of April, 2005, by and between Topvalco, Inc., an Ohio corporation, hereinafter referred to as "Landlord", and Trang T. Nguyen, hereinafter referred to as "Tenant".

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated the 23rd day of September, 2002 for the leasing of approximately 950 square feet located at 4045 American Way Boulevard, Suite 11A, Memphis, Tennessee; and

WHEREAS, both parties desire to terminate the Lease Agreement as of April 30, 2005.

NOW, THEREFORE, IN CONSIDERATION of these promises and the further consideration of ONE DOLLAR (\$1.00) paid to Landlord by Tenant, both parties hereby agree that as of April 30, 2005, the Lease Agreement shall be of no further force and effect and as of said date each party is released of their respective obligations to each other with respect thereto except that Tenant will continue to be liable for its base rent and pro rata share of any operating expenses as specified in Section 8.2, 8.3, 8.4 and Section 8.5 of the Lease Agreement, which expenses may accrue prior to the lease termination date of April 30, 2005.

Conditions Precedent: Landlord and Tenant agree that the effectiveness of this Termination of Lease shall be contingent upon, and neither Landlord nor Tenant shall be bound by the terms and covenants of this Termination of Lease until, the complete fulfillment of the following condition:

A new lease for the Leased Premises being fully executed between Topvalco, Inc., an Ohio corporation ("Landlord") and My Chi Tran and Huu Phuoc Truong, jointly and severally ("Tenant")

Landlord shall give Tenant notice when the condition described herein has been fulfilled. If the condition described herein is not fulfilled, this Termination of Lease shall immediately become null and void and Tenant shall remain responsible to fulfill all of its responsibilities as stated in the Lease.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first written above.

LANDLORD:

Topvalco, Inc., an Ohio corporation

By: James E. Hodge

James E. Hodge

Title: President

TENANT:

Trang T. Nguyen

By: Trang T. Nguyen

Trang T. Nguyen