

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")

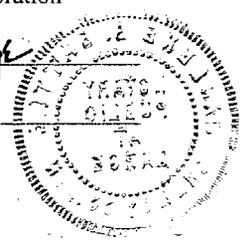
Landlord shall give Tenant notice when the condition described herein has been fulfilled. If the condition described herein is not fulfilled, this Termination of Lease shall immediately become null and void and Tenant shall remain responsible to fulfill all of its responsibilities as stated in the Lease.

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

LANDLORD:

Topvalco, Inc., an Ohio corporation

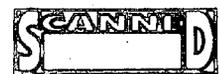
By: James E. Hodge
James E. Hodge
Title: President



TENANT:

Trang T. Nguyen

By: Trang T. Nguyen
Trang T. Nguyen



(Landlord Acknowledgment)
STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

This day, before me, a Notary Public in the State and County aforesaid, personally appeared **James E. Hodge** with whom I am personally acquainted and who upon oath acknowledged himself to be Vice 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 7th day of April, 2005.



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

Betty R. Lane
Notary Public

(Tenant Acknowledgement-Individual)
STATE OF TENNESSEE)
) SS:
COUNTY OF SHELBY)

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 himself/herself to be the Tenant in the foregoing Lease and acknowledged the signing to be his/her voluntary act.

Witness my hand and official seal this 4 day of April, 2005.

My commission expires:
MY COMMISSION EXPIRES OCT. 10, 2006

W. Battle
Notary Public

