

Lessor: I. Henry Philpot, Jr.
Carter, Philpot, Johnson & Smith
P. O. Box 10304
Greenville, South Carolina 29603

Lessee: P. O. Drawer 1688
Tupelo, Mississippi 38801

17) ASSIGNMENT

This Lease may not be assigned or transferred without the written consent of the Lessor.

18) INTERPRETATION

No failure of Lessor to exercise any power given to it hereunder or to insist upon strict compliance by Lessee with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with the terms hereof. Waiver by the Lessor of any particular default by Lessee shall not impair Lessor's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of Lessor to exercise any rights arising from a default impair Lessor's right as to said default or any subsequent default. No representations, inducements, promises or agreements (except duly executed written agreements) between the parties hereto which are not embodied herein shall be of any force or effect. The terms "Lessee" and "Lessor" any any pronoun referring thereto, shall be deemed to include the parties hereto and their respective heirs, executors, administrators, successors, and assigns, without regard to gender or number, wherever the context so permits. If there is more than one Lessee they shall be bound jointly and severally.

19) RIGHT OF FIRST REFUSAL TO PURCHASE

Lessor hereby grants unto Lessee a right of first refusal to purchase the leased premises in accord with this terms of this paragraph. Such terms are as follows:

a. If Lessor should decide that she wishes to sell the leased premises at any time that this Lease is in effect to a third party, she shall offer the premises to the Lessee on the same terms and conditions she shall be willing to sell to any third party.

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