THIS CO-SIGNER AGREEMENT (the "Agreement") is entered into this 2nd day of March, 1994 by:

Nakia Manning of 8889 Griswold Alley New York, Nunavut 65145-7338

(the "Tenant")

- and -

Douglass Tanner of 8109 Osmun Avenue Vallejo, Oregon 50590-4443

(the "Co-Signer")

I, Douglass Tanner, agree and understand that, in executing this Agreement, I am taking full responsibility for the terms and conditions set forth in the lease agreement (the "Lease") between the Tenant and Marty Crowder (the "Landlord"). The Lease, commencing 1987-07-15, governs the occupancy of the property located at Suite #0029, 2399 Derry Way, Elgin, West Virginia, 32468.

1. Co-signer's Guarantee

In executing this Agreement, the Co-Signer agrees to perform all of the Tenant's duties as set forth in the Lease, and will fulfil all provisions, terms, and conditions contained in the Lease fully and unconditionally. This shall include, without limitation, the payment of Rent when due.

2. Amendments to the Lease

If the lease is extended, renewed, or amended, or if the Tenant holds over past the termination date of the Lease, the Co-Signer's duties as set forth herein will also be extended. The Co-signer's obligations will pertain to the most recent modification, renewal, or extension of the Lease, if applicable.

3. Amendments to this Agreement

Amendments to this Agreement may only be made if evidenced in writing and signed by both parties.

4. Binding Effect

Except as otherwise provided, the covenants and obligations set forth in this Agreement shall be binding upon the heirs, executors, successors, legal representatives, administrators, and assigns of the parties.

5. Breach

Should the Tenant breach one or more terms and/or conditions set out in the Lease, the Landlord may immediately exercise all remedies set forth therein or provided by the laws of the State of Alaska. This includes, without limitation, the right to terminate the Tenant's occupancy.

The parties acknowledge that no breach of any provision of this Agreement shall be deemed waived unless expressed in writing. Futhermore, a waiver of any breach shall not be construed as a waiver of any other breach, of the same or another provision, now or at any future time.

6. Governing Jurisdiction

This Agreement shall be governed by the statutory and case law of the State of Alaska.

7. Headings

Headings are provided soleley for the convenience of the parties and are not intended to be considered when interpreting this Agreement.

8. ADDITIONAL PROVISIONS

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In executing this document on this 2nd day of March, 1994, the parties affirm that they have read and fully agree with the terms and conditions set forth in this Agreement.

Nakia Manning (Tenant)

Douglass Tanner (Co-Signer)

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

Sworn to (or affirmed) and subscribed before me this 2nd day of March, 1994, by Nakia Manning and Douglass Tanner.

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF SASKATCHEWAN

My Commission Expires:_____