

STATE MS. - DESOTO CO.

This Instrument Prepared by:

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OCT 16 3 09 PM '97

Return to:

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BLACK BOBANGO & MORGAN
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BK 75 PG 532
W.E. DAVIS CH. CLK.**MEMORANDUM OF LEASE AND AGREEMENT**

THIS MEMORANDUM OF LEASE AND AGREEMENT (the "Memorandum of Lease and Agreement") is entered into as of the 1st day of April, 1997 between John Woods and wife, Cindy Woods, as lessor (the "Lessor"), and Charles L. Wiggins, Jr. and Melanie Bowen, as lessee (the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property, improved by a building and parking area thereon, located at 6541 Highway 51, Horn Lake, Mississippi 38637, all as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, the Lessor leased to Lessee the Premises pursuant to that certain Lease and Agreement dated as of April 1, 1997 (the "Lease"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 1, 1997 (the "Asset Purchase Agreement"), Catfish Corner, LLC, which is solely owned by the Lessor, sold substantially all of the personal property located at the Premises to the Lessee; and

WHEREAS, Lessor and Lessee desire to give notice of the Lease and of certain covenants of the parties contained in the Asset Purchase Agreement and certain other ancillary documents related thereto (collectively, the "Transaction Documents") by executing this Memorandum of Lease and Agreement.

NOW THEREFORE,

1. For and in consideration of Lessee's payment of the rent due under the Lease and the performance of covenants contained in the Lease, Lessor hereby lets and demises to Lessee the Premises.
2. The term of the Lease is for five (5) years, commencing on April 1, 1997 and ending on March 31, 2002.
3. Lessor has granted to Lessee the option to purchase the Premises, all as more particularly set forth in the Lease.

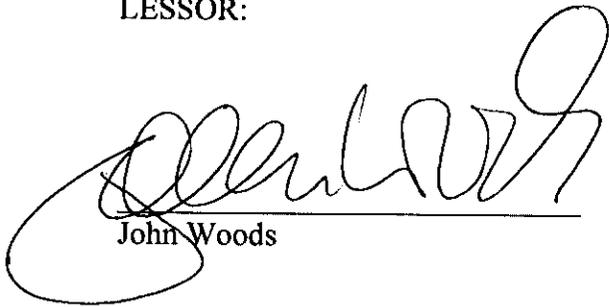
4. Lessor, Catfish Corner Mobile Catering, LLC, and any affiliated companies owned by Lessor have the right to use the kitchen facilities at the Premises and certain other rights, all as more particularly set forth in the Lease. Further, Lessee has granted to Lessor a right of first refusal to purchase the restaurant and any and all personal property located at the Premises, all as more particularly described in the Transaction Documents. Further, the parties have agreed in the Transaction Documents with respect to certain restrictive covenants and other rights and obligations, with respect to the restaurant on the Premises, all as more particularly set forth in the Transaction Documents.

5. This Memorandum of Lease and Agreement is executed for recording purposes only and is not intended to be a summary of the Lease and the Transaction Documents and is subject to the terms of the Lease and Transaction Documents. All of the terms, conditions, provisions and covenants of the Lease and Transaction Documents are incorporated in this Memorandum of Lease and Agreement by reference as though fully restated herein; provided, however, that in the event of a conflict between this Memorandum of Lease and Agreement and the Lease and Transaction Documents, the terms and conditions of the Lease and Transaction Documents, as appropriate, shall govern.

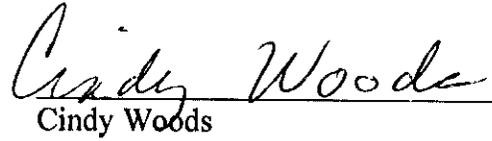
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IN WITNESS WHEREOF, the Lessor and Lessee have executed this Memorandum of Lease and Agreement as of the day and year first above written.

LESSOR:

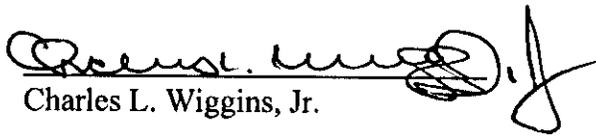


John Woods

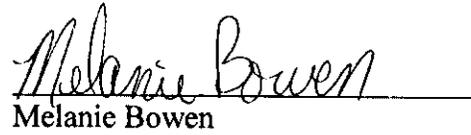


Cindy Woods

LESSEE:



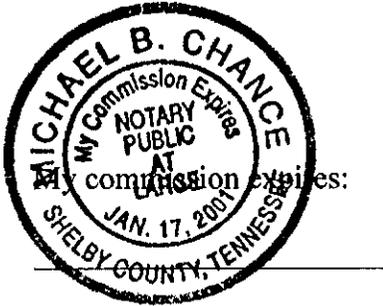
Charles L. Wiggins, Jr.



Melanie Bowen

STATE OF Tennessee
COUNTY OF Shelby

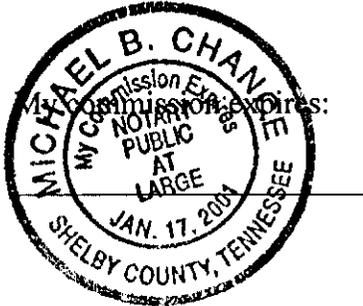
Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of July, 1997, within my jurisdiction, the within-named Charles L. Wiggins, Jr., who acknowledged that he executed the above and foregoing instrument.



[Signature]
Notary Public

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of July, 1997, within my jurisdiction, the within-named Melanie Bowen, who acknowledged that she executed the above and foregoing instrument.



[Signature]
Notary Public

EXHIBIT A

Situated and lying in DeSoto County, Mississippi:

Beginning at a point 50 feet west of the east line and 1.508 4/7 feet south of the north line of the northwest quarter of Section 35, Township 1, Range 8 West, DeSoto County, Mississippi; thence west 345 feet to a stake; thence south 120 feet to a stake; thence east 345 feet to a stake; thence north 120 feet to the point of beginning, containing one (1) acre(s), more or less and being part of the land conveyed by S.P. Hamilton, by Deed dated April 18, 1935, of record in Book 28, Page 547, of the Land Deed Records of said County.