

Prepared by and return to:
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STATE MS. - DESOTO CO.
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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is entered into by and between Pamela W. Rodgers, a Tennessee resident ("Lessor"); and Wenco Franchise Management, Inc., a Tennessee corporation ("Lessee"), for the purpose of amending and supplementing that certain Lease dated January 1, 1994, by and between Charles L. Rodgers as Lessor and Wenco Franchise Management, Inc. as Lessee, as assigned by Charles L. Rodgers to Pamela W. Rodgers in Quit Claim Deed as recorded June 16, 1995 in Book 286, Page 791 in the Chancery Clerk's Office of Desoto County, Mississippi (the "Lease"), pertaining to the Premises located at 718 Goodman Road West, Horn Lake, Mississippi (the "Premises") as further described on *Exhibit A* attached hereto.

WITNESSETH:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have agreed that the Lease is amended and supplemented as follows:

1. Lessee warrants that Lessee has accepted and is now in possession of the Premises. Lessor and Lessee warrant that the Lease is valid and presently in full force and effect with no defaults thereunder, cured or uncured.
2. **Article 1.1(a)** "Lessor" shall be Pamela W. Rodgers
3. **Article 1.1(b)** Lessor's address shall be 6287 Whitmar Place East, Memphis, Tennessee 38120.
4. **Article 3 Rent.** The first sentence of Section 3.2 shall be deleted and replaced with the following:

"Lessee shall remit payment in monthly installments of Rent in the amounts specified in Article 1.1(i) in the following manner:

a.) effective with the November 1, 1999 monthly rent installment through May 1, 2001 first to First American National Bank, 6000 Poplar Avenue, Suite 300, Memphis, Tennessee 38119, Attention: Floyd Harvey, in the amount of \$7,019.50; the remaining amounts due under Article 1.1 (i) to Lessor at the above stated address; and

- b.) from June 1, 2001 through May 1, 2004 first to First American National Bank, 6000 Poplar Avenue, Suite 300, Memphis, Tennessee 38119, Attention: Floyd Harvey, in the amount of \$7,042.03; the remaining amounts due under Article 1.1 (i) to Lessor at the above stated address; and
 - c.) from June 1, 2004 through May 1, 2008 first to First American National Bank, 6000 Poplar Avenue, Suite 300, Memphis, Tennessee 38119, Attention: Floyd Harvey, in the amount of \$7,042.03; the remaining amounts due under Article 1.1 (i) to Lessor at the above stated address; and
 - d.) from June 1, 2008 through December 31, 2009 all amounts due under Article 1.1(i) to Lessor at the above stated address.
5. **OTHER PROVISIONS.** All provisions of the Lease not herein specifically modified or amended shall be applicable to the Premises and are hereby reaffirmed by the Parties hereto. In the event of any discrepancy between the terms of this Amendment and the Lease, this Amendment shall prevail.

The parties intending to be bound hereby execute this Amendment this 7th day of October, 1999.

LESSEE:
WENCO FRANCHISE MANAGEMENT, INC.

By: J. Paul Dorman, Jr.
J. Paul Dorman, Jr.
Secretary/Treasurer

LESSOR:

Pamela W. Rodgers
Pamela W. Rodgers

State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Pamela W. Rodgers, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 7th day of October, 1999.

Michael L. Womack

Notary Public

My commission expires:



State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared J. Paul Dorman, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Secretary of Wenco Franchise Management, Inc., the within named bargainer, a Tennessee corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 7th day of October, 1999.

Richard C. ...

Notary Public

My Commission Expires:



Recording Fee \$14.00

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2, Phase I, DeSoto Crossing Subdivision, in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 42, Page 4, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a point, said point being the southeast corner of Lot 1 of said DeSoto Crossing Subdivision, being 54.38 feet north of the centerline of Goodman Road and 860.3 feet east of the southwest corner of said Section 25 as measured along the centerline of Goodman Road; thence North 00°38'20" West along the east line of Lot 1 of said subdivision, a distance of 250.00 feet to a point, said point being on the north line of Lot 2 of said subdivision; thence North 89°21'40" East along the north line of Lot 2 of said subdivision, a distance of 180.00 feet to a point, said point being on the west line of Interstate Boulevard (80 foot right-of-way); thence South 00°38'20" East along the west line of Interstate Boulevard, a distance of 226.89 feet to a point, said point being on the north line of Goodman Road; thence with a curve to the left having a 11,559.16 foot radius, an arc distance of 31.23 feet (chord North 88°51'24" West, 31.23 feet) to a point; thence South 33°17'35" West along the northwesterly line of Goodman Road, a distance of 29.39 feet to a point; thence South 89°29'35" West continuing along the north line of Goodman Road, a distance of 132.38 feet to the point of beginning and containing 44,089 square feet, or 1.01 acres, more or less.