

This instrument prepared by
and return to:
Gary P. Snyder, Esq.
Watkins Ludlam Winter & Stennis, P.A.
P.O. Box 1456
Olive Branch, MS 38654
662-895-2996

INDEXING INSTRUCTION:
Lot 7, Phase I, Stateline Business
Park, Plat Book 86, Page 23, Section
14, T 1 S, R 6 W; DeSoto County,
Mississippi.

DECLARATION AND
MEMORANDUM OF LEASE

THIS DECLARATION AND MEMORANDUM OF LEASE is made by and between MAGNOLIA PROPERTIES, L.P., a Mississippi limited partnership, having a place of business at 8544 Caroma #14, Olive Branch, Mississippi 38654 ("Landlord") and COMMUNITY COFFEE COMPANY, L.L.C., a Louisiana limited liability company, having a place of business at 3332 Partridge Lane, Building A, Baton Rouge, Louisiana 70809 ("Tenant") as of the 27th day of October, 2008.

LEASED PREMISES

Tenant leases from Landlord and Landlord leases to Tenant the "Leased Premises," hereinafter defined, consisting of real property and improvements constructed or to be constructed thereon located on Lot 7, Phase I, Stateline Business Park, as more particularly described in Plat Book 86, Page 23, situated in Section 14, Township 1 South, Range 6 West, DeSoto County, Mississippi, also described as 10044 Vista Cove, Olive Branch, Mississippi 38654 (the "Leased Premises") in accordance with the Lease Agreement by and between Landlord and Tenant dated October 15, 2008 (the "Lease"). Landlord and Tenant are entering into this Memorandum pursuant to the Lease to provide constructive notice of Tenant's rights in the Leased Premises.

THE LEASE

A. **COMMENCEMENT AND TERMINATION OF TERM.** The Lease commences on November 1, 2008 (the "Commencement Date") and, subject to the terms of the Lease, the Lease terminates on November 30, 2013 (the "Termination Date"), subject to one option to extend the Lease for an additional period of five years. In the event the option to extend is exercised, the Termination Date will be November 30, 2018.

B. **OPTIONS TO EXTEND.** The Lease contains one option to extend for one period of five (5) years, as referenced hereinabove.

C. **AMENDMENT.** The Lease is subject to the terms, conditions and restrictions contained in the original unrecorded Lease between Landlord and Tenant, an executed copy of which is on file in the offices of Landlord and of Tenant. Nothing in this Memorandum amends or modifies the Lease.

D. ASSIGNMENT AND SUBLETTING. The Lease contains certain restrictions regarding assignment and subletting.

E. COUNTERPARTS. This Memorandum of Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, Landlord and Tenant have executed, sealed and delivered this Memorandum of Lease as of the 24th day of October, 2008.

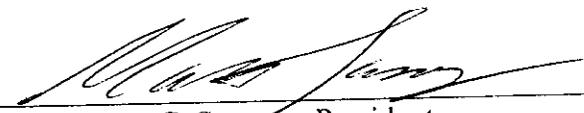
LANDLORD:

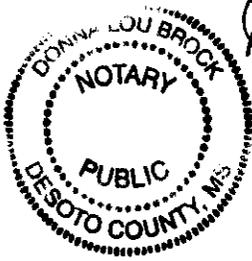
MAGNOLIA PROPERTIES, L.P., a Mississippi limited partnership

By: 
Charles D. Coffelt, Manager of Coffelt Holdings, LLC, General Partner

TENANT:

COMMUNITY COFFEE COMPANY, L.L.C., a Louisiana limited liability company


By: Matthew C. Saurage, President



Donna Lou Brock
Notary Public State of Mississippi
At Large
My Commission Expires
April 29, 2009
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

Landlord's Address:

8544 Caroma #14
Olive Branch, MS 38654
901-489-4442

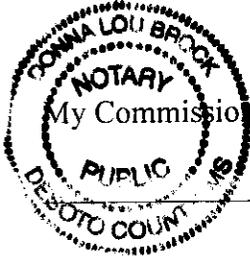
Tenant's Address:

3332 Partridge Lane, Bldg. A
Baton Rouge, LA 70809
225-368-3900

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of October, 2008, within my jurisdiction, the within named Charles D. Coffelt, in his official capacity as Manager of Coffelt Holdings, LLC, a Mississippi limited liability company, which is the General Partner of Magnolia Properties, L.P., a Mississippi limited partnership and who acknowledged that on behalf of said company and limited partnership, and as the act and deed of the company and limited partnership, he executed the above and foregoing instrument for the purposes therein mentioned after first having been duly authorized so to do.



Notary Public State of Mississippi
At Large
My Commission Expires
April 29, 2009
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

Donna Lou Brock
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

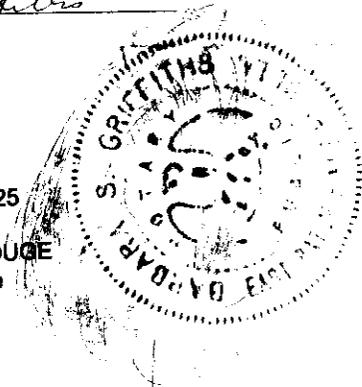
Personally appeared before me, the undersigned authority in and for the said parish and state, on this 28th day of October, 2008, within my jurisdiction, the within named Matthew C. Saurage, duly identified before me, who acknowledged to me that he is the President of Community Coffee Company, L.L.C., a Louisiana limited liability company, and that for and on behalf of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Barbara S. Griffiths
NOTARY PUBLIC

My Commission Expires:

At Death

BARBARA S. GRIFFITHS
NOTARY PUBLIC NO. 64325
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life



#213103