

EXHIBIT A

March 4, 1999

Ms. Gladys Knight
108 Augusta Drive
Henderson, NV 89011

RE: Gladys Knight & Ron Winans' Chicken and Waffles

Dear Ms. Knight:

The following will confirm our mutual understanding regarding the use of your name in connection with a food service business to be known as "Gladys Knight & Ron Winans' Chicken and Waffles." As used in this letter, the words "we", "us" and "our" shall refer to The Rival Group, L.L.C., a Georgia limited liability company.

1. You hereby grant us permission to use your name and likeness in connection with a food service business that specializes in southern cuisine. The business may include company-owned restaurants, franchise operations, manufacturing and distribution of frozen food or other related retail food products for sale in grocery stores. We hereby grant to you a right of first refusal for the exclusive rights to all franchised restaurants to be developed in the state of Nevada. The foregoing right of first refusal shall apply only to franchised restaurants and is not intended to limit our right to establish company-owned restaurants, or manufacture and distribute food products in the state of Nevada.
2. If at any time during the term of this Letter Agreement, Shanga Hankerson shall cease to be affiliated with The Rival Group, L.L.C. or the restaurant or restaurants operating under the service mark "Gladys Knight & Ron Winans' Chicken and Waffles", you may terminate the permission to use your name and likeness as set forth in paragraph 1 above by giving sixty (60) days written notice of termination. Thereafter, we shall discontinue use of your name and likeness of Gladys Knight no more than sixty (60) days after such notice. For the purposes of this provision, the term "affiliated" shall be defined as the continued involvement of Shanga Hankerson as a manager, officer, executive, board member, shareholder, employee, consultant or agent of The Rival group, L.L.C. or its successors and assigns any restaurant operating under the service mark "Gladys Knight & Ron Winans' Chicken and Waffles" or its successors and assigns.

3. We shall have the right to incorporate your name as part of one or more trademarks or service marks to identify the goods and services of the business. At present, our intention is to use your name as part of the trademark and service mark "Gladys Knight & Ron Winans' Chicken and Waffles". However, in the future we may use other marks such as "Ron Winans' Chicken and Waffles" or other similar marks that include your name and words that connote southern cuisine. We agree that we will disclaim any use of your name as a trademark or service mark except as described in this paragraph.
4. This Letter Agreement is intended merely as a consent to the use of your name and likeness. It does not constitute an assignment of, or grant of a license to any trademarks or service marks you now own or later adopt. However, you covenant and agree not to sue us under any state, federal, or foreign laws relating to trademarks, unfair competition, unfair trade practices, rights of privacy, rights of publicity or other laws based upon our use of your name and likeness as described in this Letter Agreement.
5. You and we agree that it is the express intent of this Letter Agreement that we be permitted to use the marks described above to manufacture, advertise, distribute and sell goods and services through various distribution methods, including normal retail food service outlets and grocery stores. In the course of conducting the business, we shall also have the right to negotiate with and enter into agreements with franchisees, distributors, manufacturers and others regarding the goods and services identified by the marks. We covenant and agree that we shall, in conducting our business, maintain a high degree of quality and uniformity in the goods we sell and the services we provide and observe high ethical standards of operation reasonably calculated to maintain the uniformity of image, public goodwill and reputation associated with the business and your name. We shall not engage in any intentional or reckless activity which may harm your name or reputation.
6. We understand and acknowledge that the grant of permission to use your name and likeness is non-exclusive. However, you represent and warrant to us that you have the legal right and power to grant the permission described above. You also represent and warrant that you have not granted or assigned, and will not in the future grant or assign any rights to the use of your name which would conflict with the grant of permission described above.
7. In full consideration for the grant of permission to use your name and likeness, we agree to pay you a royalty at the rate of five and a quarter percent (5.25%) of our Adjusted Gross Revenue per year. All payments will be made in U.S. Dollars and will be calculated and made annually. Notwithstanding, the preceding estimated royalty payments will be made on a monthly basis, no later than fourteen (14) days after the end of each calendar month. Within ninety (90) days after the close of the fiscal year, the actual royalty

payments owed for the year will be calculated. If the total of the monthly estimated payments is less than the actual royalty payment amount for that fiscal year, we shall have sixty (60) days from the date that our financial statements for that year are issued, to pay the additional amount owed. If the total of the monthly estimated payment is greater than the actual royalty payment for that fiscal year, we shall deduct the amount overpaid from the next royalty payment or payments owed. For the purposes of this Letter Agreement, the term "Adjusted Gross Revenues" shall mean all revenues from the business we conduct under the marks described above and shall include, but are not limited to amounts received from the sale of food and beverages, less taxes and direct expenses ("direct expenses" shall include, without limitation, expenses for food, beverages, rent, utilities, salaries and insurance). Our Adjusted Gross Revenues shall be determined by our firm of independent certified public accountants and the amount of Adjusted Gross Revenues set forth on our annual financial statements shall be binding upon both parties. Adjusted Gross Revenues shall not include the amount of any sales tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers. In determining the amount of our Adjusted Gross Revenues, our accountants shall utilize generally accepted accounting principles.

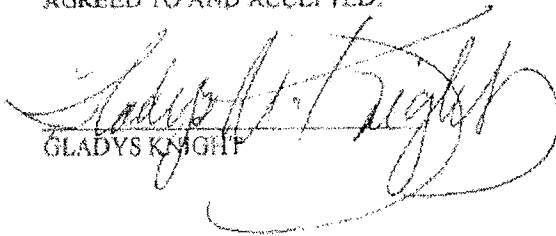
8. The initial term of this Letter Agreement will commence on the date set forth above and will remain in effect for ten (10) years. This Letter Agreement may be renewed by us for one (1) subsequent renewal term of ten (10) years upon mutual agreement of the parties hereto.
9. This Letter Agreement shall bind and inure to each of our respective heirs, legal representatives, successors and assigns and it is understood that each of us may assign, transfer, grant and license our rights under this Letter Agreement in whole or in part to any person or entity without limitation.
10. You agree that you will assist us as we reasonably deem necessary, at our expense, in the registration and protection of our rights in our trademarks and service marks.
11. This Letter Agreement shall be made and entered into in the state of Georgia and shall be construed in accordance with and governed in all respects pursuant to the laws of that state.
12. Notwithstanding anything herein to the contrary, Gladys Knight shall have final approval over any and all packaging and recipes which will use, employ or refer to her name as part of its preparation, presentation, promotion, marketing and selling or is in any way connected with the business herein described. In the event that any packaging or recipe does not receive the written approval of Gladys Knight within 60 days from the date first presented to her for approval, then The Rival Group, L.L.C. may market, sell or use said packaging and/or recipe under some other name other than in conjunction with Gladys Knight's name and identity.

If you are in agreement that the above terms and conditions accurately summarize and confirm our mutual understanding, please indicate your acceptance by signing the enclosed copy of this letter below where indicated and returning same to me no later than ninety (90) days from the date hereof.

Sincerely Yours,

Shanga Hankerson
For The Rival Group, LLC

AGREED TO AND ACCEPTED:


GLADYS KNIGHT