

Prepared by and Return to:
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1715 Aaron Brenner Drive, Suite 800
Memphis, TN 38120

901-537-1020

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE made and entered into as of the 18th
day of May, 2006, by and between Hacks Cross Development VI, LLC, a Mississippi
limited liability company ("Lessor"), and Danver's, LLC, a Tennessee limited liability
company ("Lessee").

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other valuable consideration,
the receipt and adequacy of which is hereby acknowledged, paid and to be paid by the
Lessee to the Lessor, the Lessor does demise and let unto Lessee and the Lessee does
lease and take from the Lessor, upon the terms and conditions and subject to the
limitations more particularly set forth in a certain Lease Agreement between Lessor and
Lessee, dated March 6, 2006, as amended by a First Amendment dated as of April 4,
2006 (the "Lease"), to which Lease reference is hereby made for all of the terms and
provisions thereof, which terms and provisions are made a part hereof as fully and
particularly as if set out verbatim herein, for the premises situated in the City of Olive
Branch, County of DeSoto, State of Mississippi, consisting of land, together with
improvements placed and/or to be placed thereon, and more particularly described in
Exhibit "A," which Exhibit "A," is incorporated herein by reference as fully and
particularly as if set out verbatim herein (the "Premises").

A first lien is hereby expressly reserved by the Lessor and granted by the Lessee
upon the terms and conditions of this Lease and upon all interest of the Lessee in this

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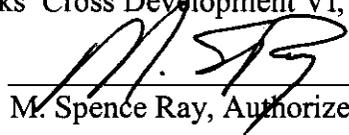
leasehold for the payment of rent and also for the satisfaction of any cause of action which may accrue to the Lessor by the provisions of this instrument. A first lien is also reserved by the Lessor and granted by the Lessee upon all buildings and other physical improvements, fixtures and equipment, erected or put in place or that may be erected or put in place upon the premises by or through the Lessee or other occupants for the payment of rent and also for the satisfactions of any cause of actions which may accrue to the Lessor, all of which is subject to the provisions of the Lease.

The initial term of the Lease shall commence on March 6, 2006 and shall terminate on February 1, 2027. The Lessee has a right to extend said term for two (2) successive periods of five (5) years each. The maximum date to which this Lease may be extended is twelve o'clock midnight on February 1, 2037. Lessee's failure to exercise any of the foregoing rights to extend the term of the Lease shall render null and void the subsequent right or rights to extend the term. If the Lease and this Memorandum conflict, the Lease governs.

IN WITNESS WHEREOF, the parties through their duly authorized officers, have executed this instrument, this the day and year first above written, for the purpose of providing an instrument for recording.

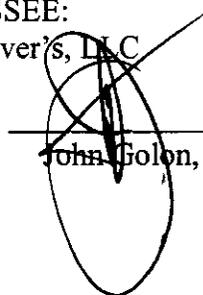
LESSOR:

Hacks Cross Development VI, LLC

By: 
M. Spence Ray, Authorized Manager

LESSEE:

Danver's, LLC

By: 
John Golon, Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of May, 2006, within my jurisdiction, the within named John Golon, who acknowledged that he is the Chief Manager of Danver's, LLC, a Tennessee limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Joy E. Thetford
Notary Public

My commission expires: 9-30-09



STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of May, 2006, within my jurisdiction, the within named M. Spence Ray, who acknowledged that he is the authorized manager of Hacks Cross Development VI, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



Connie S. Breazal
Notary Public

My commission expires: 11/30/08

EXHIBIT A**LEGAL DESCRIPTION**

Situated in the Southwest Quarter of Section 25, Township 1 South, Range 6 West in the City of Olive Branch, County of DeSoto and State of Mississippi and is further known as a part of a parcel of land conveyed to Hacks Cross Development, LLC by deed recorded in Deed Book 461, Page 633 in the Office of the Chancery Clerk of DeSoto County and is further bounded and described as follows:

Beginning at the Northwest corner of said Section 25 said corner lying in the centerline of Hacks Cross Road (80 feet wide); Thence along said centerline of Hacks Cross Road South $00^{\circ}33'57''$ West a distance of 2309.66 feet; thence South $89^{\circ}24'56''$ East a distance of 40.00 feet to the Southwesterly corner of land conveyed to Lexington Olive Branch LLC by deed recorded in Deed Book 488, Page 216 in the Office of the Chancery Clerk of DeSoto County, lying in the Easterly sideline of said Hacks Cross Road; thence along said sideline South $00^{\circ}29'29''$ East a distance of 674.93 feet to the Principal Place of Beginning of the premises herein intended to be described; thence North $89^{\circ}34'56''$ East a distance of 214.02 feet; thence South $00^{\circ}29'14''$ East a distance of 208.31 feet; thence South $89^{\circ}34'56''$ West a distance of 214.00 feet to said sideline; thence along said sideline North $00^{\circ}29'29''$ West a distance of 208.31 feet to the Principal Place of Beginning containing 1.02 Acres of land.