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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into this 19<sup>th</sup> day of January, 2007 by and between **HERNANDO RETAIL CENTER, LLC**, a Mississippi limited liability company (the "Landlord") and **GOODY'S FAMILY CLOTHING, INC.**, a Tennessee corporation (the "Tenant").

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of January 19, 2007 (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Premises") to be located in a shopping center to be known as **The Shoppes of Lee's Summit** (the "Shopping Center") located in **Desoto County, Hernando, Mississippi**, which Shopping Center is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The Lease contains provisions concerning the construction of the Premises.

3. The term of the Lease shall be for a period of **ten (10)** years beginning on the Commencement Date as that term is defined in the Lease.

4. The original term of the Lease for the Premises may be extended for a total of **two (2) successive periods of five (5) Lease Years** each in accordance with the applicable provisions of the Lease.

5. Tenant covenants: (i) not to use the Premises for any illegal purpose, nor in such a manner as to violate any Permitted Exception (as defined in the Lease) or any applicable and valid law, rule or regulation of any governmental body; (ii) to use the Premises in a careful, safe and proper manner; (iii) not to permit waste thereon; and (iv) not to use the Premises for any purpose prohibited in Section 5.3 of the Lease.

6. Except for the Protected Parking Area (as hereinafter defined), Landlord retains the right to, without Tenant's consent, (a) alter the area of the Shopping Center or the location or

size of any building or improvement in the Shopping Center, (b) change the number, location or layout of parking spaces in the Shopping Center, (c) construct any additional buildings or structures in the Common Areas of the Shopping Center or on parcels adjacent to the Common Areas of the Shopping Center, or (d) change the entrances, exits, access roads, and service roads to and from the Shopping Center, so long as a ratio of parking spaces per square feet of area available for lease or occupancy in the Shopping Center which complies with applicable governmental ordinances, rules and regulations is maintained, and so long as said change does not impair or adversely affect (i) ingress to or egress from the Premises or any loading dock serving the Premises; or (ii) visibility of the Premises or Tenant's exterior signage. Landlord may not alter the area crosshatched on Exhibit "A" attached to the Lease (the "Protected Parking Area"), change the number, location or layout of parking spaces in the Protected Parking Area or construct any additional buildings or structures in the Protected Parking Area without the prior written consent of Tenant.

7. Landlord covenants and agrees (i) that it will during the Lease Term continuously operate the Shopping Center as a shopping center in a manner consistent with a shopping center similarly situated in the State of Mississippi; and (ii) that no portion of the Shopping Center shall be used for the following purposes: a bowling alley, skating rink, bar (as distinguished from a restaurant deriving at least 60% of its Gross Sales from the sale of nonalcoholic beverages and food), theater, amusement park, carnival, meeting hall, banquet facility, disco or other dance hall, nightclub establishment, sporting events, for any manufacturing, for wholesale or non-retail operation, for the lease, sale or repair of cars or boats (new or used), trailers, mobile homes, lumber yard (except in connection with a retail home improvement store such as Lowe's or Home Depot), video arcade or other game parlor (except as part of a restaurant operation or as incidental to the primary business of a tenant, which shall not be restricted), pool hall, billiard parlor, amusement center (except as part of a restaurant operation or as incidental to the primary business of a tenant, which shall not be restricted), off-track betting establishment, flea-market, massage parlor, tattoo or body piercing facility, health club, auditorium, or for the sale and display of obscene or pornographic materials or any so called "social encounter" restaurants which serve alcoholic beverages for on-premises consumption and whose primary purpose is the meeting and mingling of its patrons.

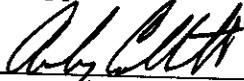
8. In the event that any time following execution hereof Landlord elects to sell or lease any of the outlots or parcels in the Shopping Center (if any, as shown on Exhibit "A" attached to the Lease) or if the Landlord has a right of consent or approval with respect to the sale or lease of outlots or parcels which are otherwise adjacent to or contiguous with the Shopping Center or if Landlord elects to sell or lease any portion of the Common Areas of the Shopping Center, Landlord covenants and agrees to impose (or require the imposition of as a condition of approval) restrictions and easements (the "REA") on the Shopping Center or on the parcel so sold or leased (the "Parcel"), prior to, or simultaneously with, the sale or lease which shall provide, without limitation, for (a) access to the balance of the Shopping Center over the Parcel for Tenant, (b) development and use restrictions which shall limit the construction to be performed on the Parcel and within the site line of the Premises to the construction of buildings of no more than one story; and (c) the enforcement of each of the terms and provisions of this Lease insofar as the same are applicable by their terms to the Parcel. With respect to the REA, Landlord covenants and agrees as follows:

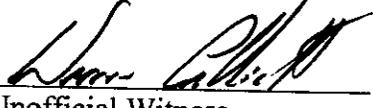
- (i) Without the prior written consent of Tenant, the REA shall not be terminated, nor amended nor modified in any manner which shall increase the liabilities and obligations of Tenant, or diminish the rights and privileges of Tenant under this Lease;
  - (ii) Landlord hereby grants, assigns and conveys to Tenant on a non- exclusive basis all of the easement rights and other rights of Landlord contained in the REA, with the same force and effect as if said rights had been granted directly to Tenant; and
  - (iii) Landlord agrees to use all reasonable efforts to enforce the easement rights and other rights contained in the REA on Tenant's behalf, and if Landlord fails to enforce said rights on Tenant's behalf, within thirty (30) days after written notice thereof from Tenant, Landlord agrees that Tenant shall have the right to enforce said rights under the REA directly in the name of, and on behalf of, Landlord (if so required); Landlord hereby confirming such enforcement rights to Tenant.
9. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

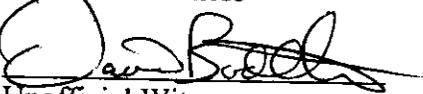
IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

**LANDLORD:**

**HERNANDO RETAIL CENTER, LLC,**  
a Mississippi limited liability company

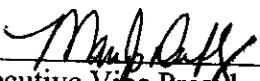
By:   
Its: member

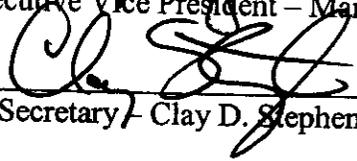
  
Unofficial Witness

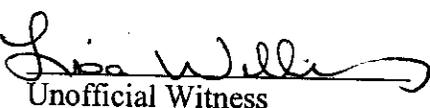
  
Unofficial Witness

**TENANT:**

**GOODY'S FAMILY CLOTHING, INC.,**  
a Tennessee corporation

By:   
Its Executive Vice President - Mary Jo Duffy

Attest:   
(Asst.) Secretary - Clay D. Stephens

  
Unofficial Witness

  
Unofficial Witness

STATE OF Tennessee )

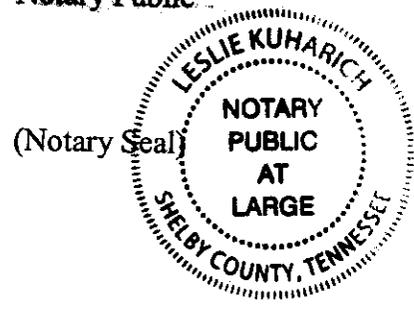
COUNTY OF Shelby )

I, Leslie Kuharich, a Notary Public in and for said County and State, hereby certifies that Andy Callicott, whose name as Member, of Hernando Retail Center, LLC is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this 19<sup>th</sup> day of January, 2007

[Signature]  
Notary Public

My commission expires:  
12/1/07



STATE OF TENNESSEE

COUNTY OF KNOX

I, Deborah R. Roche, a Notary Public in and for said County and State, hereby certifies that Mary Jo Duffy, whose name as Executive Vice President of GOODY'S FAMILY CLOTHING, INC., a Tennessee corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this 11<sup>th</sup> day of January, 2007.

[Signature]  
Notary Public

My commission expires:

MAY 5, 2009

(Notary Seal)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Lee's Summit, Phase 2, located in Section 17, Township 3 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 93, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi.**

**By way of explanation, the 5.63 acre tract, more or less, as identified of record in Plat Book 93, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi and noted thereon as "Lot 4" comprises the entire Lee's Summit, Phase 2 and is the property herein conveyed.**