

Prepared by and return to:
Nathan C. Fuller
Nelson Mullins Riley & Scarborough LLP
100 North Tryon Street
Suite 4200
Charlotte, North Carolina 28202

704-417-3236

STATE OF MISSISSIPPI)
)
COUNTY OF DESOTO)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 8th day of October, 2007, by and between INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC., a Delaware corporation (the "Landlord"), and 8650 COMMERCE DRIVE, LLC, a Mississippi limited liability company (the "Tenant"), as follows:

1. Landlord and Tenant entered into that certain Industrial Lease Agreement (the "Lease") dated April 27, 2007. The Lease is fully incorporated by reference herein for all purposes, and the parties agree that it is in each of their best interests to make certain provisions of the Lease a part of the public record.

2. The demised premises consists of approximately 592,956 square feet within the building (the "Building") located at 8650 Commerce Drive, Suite 100, Southaven, Mississippi 38671, as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

3. The initial term (the "Term") of the Lease will commence on or about October 1, 2007 (the "Lease Commencement Date"), and will continue until the last day of the 120th full calendar month following the Lease Commencement Date, unless sooner terminated as provided or permitted in the Lease.

4. The Lease contains two consecutive options to extend the term of the Lease for a period of five years each, subject to certain terms and conditions set forth in the Lease.

5. The Lease contains (a) an on-going right of first refusal in favor of Tenant to lease all of the remaining space in the Building and (b) an exclusive and continuing option to expand the demised premises to include any portion of the Refusal Space (as defined in the Lease) not then leased or committed to any party, in each case subject to certain terms and conditions set forth in the Lease.

6. Upon the expiration or earlier termination of the Lease, Tenant hereby agrees that Landlord may execute a notice that this Memorandum of Lease is terminated and record such notice in the public record.

|

5

7. This Memorandum is not a complete summary of the Lease. In the event this Memorandum of Lease conflicts with any of the terms or conditions in the Lease, the terms and conditions of the Lease shall control.

LANDLORD:

INDUSTRIAL DEVELOPMENTS
INTERNATIONAL, INC.

By: *[Signature]*
Name: _____
Title: **Timothy J. Gunter
President**

STATE OF GEORGIA)

COUNTY OF FULTON)

SS:

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Timothy J. Gunter / President

Date: 10/8/07

Public

Mona L Hand
Printed Name: _____, Notary

Mona Hand
Notary Public, Gwinnett County, Georgia
My Commission Expires Feb. 8, 2009

My commission expires: _____



4820444_v2

TENANT:

8650 COMMERCE DRIVE, LLC

By: 
Name: John J. Ellsworth
Title: Secretary

STATE OF SOUTH CAROLINA)

SS:

COUNTY OF GREENVILLE)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Secretary

Date: 10/1/07
Lee Haynsworth

Printed Name: Lee Haynsworth, Notary

Public

My commission expires: ~~My Commission Expires January 19, 2009~~ 1/19/09

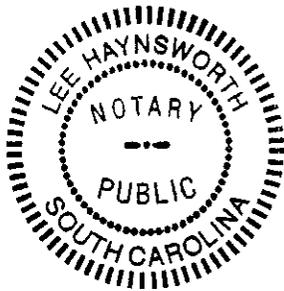


EXHIBIT A

Land

Lot 5, Phase 5, Stateline Business Park PBP, being in the Northwest Quarter of Section 20, Township 1 South, Range 7 West, City of Southaven, as recorded in Plat Book 101, Pages 27-28, DeSoto County, Mississippi:

Commencing of the recognized and accepted northwest corner of Section 20, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi (Found PK Nail); thence South 88 degrees 59 minutes 18 seconds East a distance of 1530.80 feet to a point; thence South 01 degrees 00 minutes 42 seconds West a distance of 1110.12 feet to an iron pin set at the intersection of the southeast line of Lot 1, 1st revision to Phase 1, Stateline Business Park as recorded in Plat Book 101, Page 21 with the East line of Commerce Drive (68 foot Right-of-Way), said iron pin being the True Point of Beginning; thence North 31 degrees 57 minutes 07 seconds East with said southeast line a distance of 52.99 feet to an iron pin set at angle point; thence South 89 degrees 32 minutes 55 seconds East with the South line of said Phase 1 a distance of 1012.82 feet to an iron pin set in the West line of the Chris-Hill Construction Co., LLC Property as described in Book 346, Page 609; thence South 00 degrees 27 minutes 05 seconds West with the West line of said Chris-Hill Construction Co., LLC Property and the West line of the Fancher Property as described in Book 189, Page 853 and the West line of the now or formerly Alexander Property as described in Book 27, Page 51 a distance of 1591.93 feet to an iron pin set in the North line of the Hugh Dancy Property as described in Book 156, Page 583; thence North 89 degrees 07 minutes 48 seconds West with said North line a distance of 975.84 feet to an iron pin set in the East line of C.O.S. C, Phase 4, Stateline Business Park PBP as recorded in Plat Book 101 page 25; thence North 00 degrees 52 minutes 12 seconds East with said East line a distance of 85.94 feet to an iron pin set on curve in the South line of Commerce Drive; thence northeastwardly along a curve to the left having a radius of 70.00 feet with the South line of Commerce Drive a distance of 80.01 feet (Chord = North 24 degrees 52 minutes 38 seconds East 75.73 feet, Delta = 65 degrees 29 minutes 34 seconds) to a point of reverse curve; thence northwestwardly along a curve to the right having a radius of 25.00 feet with the East line of Commerce Drive a distance of 3.63 feet (Chord = North 03 degrees 42 minutes 32 seconds West 3.63 feet, Delta = 08 degrees 19 minutes 14 seconds) to a point of tangency; thence North 00 degrees 27 minutes 05 seconds East with the East line of Commerce Drive a distance of 1020.40 feet to a point of curvature; thence northwestwardly along a curve to the left having a radius of 554.00 feet to the East line of Commerce Drive a distance of 195.21 feet (Chord = North 09 degrees 38 minutes 36 seconds West 184.20 feet, Delta = 20 degrees 11 minutes 21 seconds) to a point of tangency; thence North 19 degrees 44 minutes 16 seconds West with the East line of Commerce Drive a distance of 180.62 feet to the Point of Beginning and containing 34.89 acres.