

### MASTER LEASE

THIS MASTER LEASE ("Lease") is made to be effective on the date set forth below, by and between ROSECREST (hereinafter sometimes referred to as "Landlord"), a Tennessee general partnership, and MICHAEL MCDONNELL (hereinafter referred to as "Tenant"), both of whose address is 530 Oak Court Drive, Suite 260, Memphis, TN 38117.

#### RECITALS:

A. Landlord is the owner of that certain property described in Exhibit A attached hereto and by this reference made a part hereof.

B. MidFirst Bank, a federally chartered savings association ("Lender"), is the legal and equitable owner and holder of that one certain Promissory Note (the "Note") in the original principal sum of Four Million Two Hundred Fifty Thousand and No/100 Dollars (\$4,250,000.00) dated effective May 14, 2003, executed by HCSC, L.P., a Tennessee limited partnership ("Prior Borrower"), payable to the order of Lender secured by and more fully described in that Land Deed of Trust, Security Agreement and Financing Statement (the "Deed of Trust") executed by Prior Borrower to William A. Baskin, Trustee, recorded on June 13, 2003, in Book 1742, Page 225 in the Chancery Clerk's Office of the DeSoto County, Mississippi, and being further secured by that Assignment of Leases and Rents from Borrower to Lender, recorded on June 13, 2003, in Book 0099, Page 0031 in the Chancery Clerk's Office of DeSoto County, Mississippi, and by that Assignment of Leases and Rents from Prior Guarantor to Lender, recorded in Book 0099, Page 0054 in the Chancery Clerk's Office of DeSoto County, Mississippi.

C. Landlord is assuming the payment of the Note and Prior Borrower is transferring the Mortgaged Property to Landlord. Lender requires that Landlord and Tenant execute this Master Lease to be assigned by Tenant to Lender in consideration for Lender's consent to the assumption of the Note by Landlord and the transfer of the Mortgaged Property to Landlord.

D. Pursuant to the requirements of Lender, this Lease is to be in effect for and cover 13,338 net rental square feet (the "Premises") in that retail shopping center situated on that real estate described on Exhibit "A" attached hereto and made a part hereof for all purposes. In no event shall the Premises cover or include all or any portion of any of the real estate or the retail shopping center situated thereon which is made the subject of any validly executed and existing written lease.

AGREEMENT:

1. Grant of Lease. In consideration of the obligation of Tenant to pay rent and the other obligations and undertakings of Tenant as herein provided and for and in consideration of the other terms, covenants and conditions hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord hereby leases the Premises to Tenant and Tenant hereby leases and accepts the Premises from Landlord to have and to hold for the Lease Term subject to the terms, covenants and conditions hereof. Landlord and Tenant agrees and acknowledges that this is a current, present, absolute and unconditional lease effective as of the date first set forth above. All terms used herein shall have the meaning ascribed to them in the Deed of Trust unless otherwise defined herein or if the context hereof specifically requires otherwise.

2. Disclaimer's of Landlord's Liability. Landlord has no responsibility, obligation or liability of any type or nature whatsoever, either express or implied, except as specifically set forth herein.

3. Term. The term of this Lease (the "Lease Term") shall begin on the effective Date hereof (the "Commencement Date"), and shall continue until the date on which the Note is paid in full (which does not include cancellation of all or part of the debt through a foreclosure).

4. Rent. Tenant shall pay as monthly rent ("Rent") for the Premises, the sum of TWELVE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$12,560.00) per month for each and every month during the Lease Term. If the Effective Date (defined below) of this Lease is a date other than the first day of any month, the Base Rent due for the portion of the month on which the Effective Date occurs shall be prorated and paid on the date of execution hereof. Anything to the contrary herein notwithstanding, the terms and conditions hereof shall become operative only in the event that either (1) 49,615 square feet of net rentable office space is not occupied by third-party tenants paying rent under validly executed and existing written leases (the "Occupancy Attainment") or (2) the gross monthly income from rents for any operating year is less than \$46,736.00 (the "Rental Attainment"). In the event such Occupancy Attainment or Rental Attainment is not achieved, the rent payment set forth above shall immediately become due and payable and be paid by Tenant monthly in advance on the first (1<sup>st</sup>) day of each and every month until such time as both the Occupancy Attainment and Rental Attainment is achieved and continues for at least six (6) consecutive complete calendar months at which time the Rent payments due under the terms hereof shall be suspended. In the event either the Occupancy Attainment or Rental Attainment should subsequently not be achieved or maintained, the Rent payments shall again commence in the same manner and until such time as both the Occupancy Attainment

and Rental Attainment is achieved and maintained for six (6) consecutive calendar months. Such procedure shall continue throughout the term of this Lease.

5. **INDEMNIFICATION.** TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, AND LANDLORD'S AGENTS, EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) RESULTING FROM CLAIMS BY THIRD PARTIES FOR INJURIES TO ANY PERSON AND DAMAGE TO OR THEFT OR MISAPPROPRIATION OR LOSS OF PROPERTY OCCURRING IN OR ABOUT THE PROJECT AND ARISING FROM THE USE AND OCCUPANCY OF THE PREMISES OR FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY TENANT IN OR ABOUT THE PREMISES OR DUE TO ANY OTHER ACT OR OMISSION OF TENANT, ITS SUBTENANTS, ASSIGNEES, INVITEES, EMPLOYEES, CONTRACTORS AND AGENTS. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 4.

6. **Assignment or Subletting.** Since this Lease is a Master Lease, Tenant hereby authorizes and directs Landlord to enter into one or more lease agreements covering all or part of the Premises directly with other tenants. To the extent that such leases are entered into for so long as the Occupancy Attainment and Rental Attainment is achieved, the leased space made the subject thereof shall be deducted from the Premises covered hereby. Tenant shall not assign this Lease or any part thereof or mortgage, pledge, or hypothecate, as security for other than the Loan, its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect.

7. **Events of Default.** It shall be an "Event of Default" under this Lease if Tenant commits any default under the terms and provisions set forth herein.

8. **Lender's Rights.** Landlord and Tenant acknowledge, for the benefit of Lender, that in connection with the Loan, Lender has or will receive an assignment of this Lease by an assignment of Leases and Rents to be recorded in the real estate records of DeSoto County, Mississippi, and that Lender is relying upon such assignment in making the Loan. Landlord and Tenant acknowledge and agree upon any Event of Default under any of the documents evidencing the Loan, Lender will be entitled to enforce such assignment of this Lease and replace Landlord under this Lease for all purposes. Tenant agrees, from and after notice from Lender of its exercise of rights under such assignment, to acknowledge Lender as Landlord and attorn to Lender under the Lease.

9. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Tenant hereby appoints Landlord attorney in fact for Tenant (such power of attorney being coupled with an interest) to execute, acknowledge and deliver any such instrument and instruments for and in the name of the Tenant and to cause any such instrument to be recorded. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust. In the event of any foreclosure, deed-in-lieu, or other event in connection with which Landlord's mortgagee or any other third party succeeds to ownership of the Premises, Tenant shall attorn to such successor at the option of the successor.

10. **DISCLAIMER OF WARRANTIES.** LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER TO TENANT. LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THE PREMISES ARE TO BE LEASED BY TENANT "AS IS, WHERE IS" AND IS THEIR PRESENT CONDITION WITH ALL FAULTS. LANDLORD HAS NOT MADE, DOES NOT MAKE AND SHALL NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST OR PRESENT, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PREMISES.

**IT IS THE INTENTION OF LANDLORD TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF HABITABILITY.**

11. No Waiver. Any failure by Lessor to insist, or any election by Lessor not to insist, upon strict performance by Lessee of any of the terms, provisions or conditions of this Lease shall not be deemed to be a waiver of same or of any other terms, provision or condition thereof and Lessor shall have the right at any time or times thereafter to insist upon strict performance by Lessee of any and all of such terms, provisions and conditions. Nothing contained in this Lease and no act done or omitted by Lessor pursuant to the powers and rights granted Lessor under the terms of this Lease shall be deemed to be a waiver by Lessor of the rights and remedies of Lessor under this Lease and this Lease is made and accepted without prejudice to any of the rights and remedies possessed by Lessor under the terms of this Lease. Further, in no event shall any such action or inaction described above by Lessor with respect to any of the terms and conditions contained herein, whether evidenced by a written agreement or otherwise, operate in any manner as the action or inaction of Lender or as the agreement of Lender and shall not affect in any manner any rights of Lender to enforce all of the terms and provisions herein or to bind Lender in any manner.

12. Miscellaneous.

(a) This Lease shall be binding upon the parties, their heirs, administrators, legal representatives, successors and permitted assigns.

(b) Subject to the terms and provisions of Article 7 of the Deed of Trust which shall control, all notices or other communications required or permitted to be given hereunder or in any of the Loan Documents shall be in writing, addressed to the party to receive such notices at its address specified below. Notices may be sent: (i) by First Class United States Mail, postage prepaid, registered or certified with return receipt requested, (ii) by facsimile during regular business hours of the recipient, (iii) through any reputable delivery service, or (iii) by personal delivery. Notice shall be deemed to have been received: (i) in the case of notice by certified or registered mail, the day after such notice is deposited in a post office or official depository under the care and custody of the United States Postal Service unless otherwise provided in Article 7 of the Deed of Trust, (ii) in the case of notice by facsimile, upon receipt of the facsimile number as evidenced by the answer-back mechanism at the facsimile machine, and (iii) in the case of delivery by delivery service, on the basis of the delivery receipt from the delivery service. Notice may also be given in a manner other than as set forth above, but any such other notice shall be effective only if and when received by the addressee. Any party hereto shall have the right to change its address for notice hereunder by the giving of thirty (30) days notice to the other parties hereto in the manner set forth hereinabove. All such notices shall be addressed as follows:

**ROSECREST**

530 Oak Court Drive, Suite 260  
Memphis, TN 38117

**MICHAEL MCDONNELL**

530 Oak Court Drive, Suite 260  
Memphis, TN 38117

(c) All obligations of the Tenant as set forth herein and all liability imposed upon the Tenant herein shall be the joint and several obligation and liability of each and every Tenant and all terms and conditions contained herein shall apply with full force and effect to each Tenant. All representations and warranties made by Tenant herein shall be deemed to be made by each Tenant.

(d) This document may be executed in multiple counterparts, all of which together shall constitute one agreement binding on all parties who execute any such counterpart, notwithstanding that all such parties are not signatories to the original or the same counterpart and that all of the parties named herein may not execute any counterpart.

(e) This Lease contains the entire agreement between the parties with respect to its subject matter, and all prior and contemporaneous agreements and understandings are merged herein.

(f) **THE LOAN DOCUMENTS, INCLUDING THIS DOCUMENT, ARE INTENDED TO BE PERFORMED IN THE STATE OF MISSISSIPPI, AND THE SUBSTANTIVE LAWS OF THE STATE OF MISSISSIPPI AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS DOCUMENT AND THE LOAN DOCUMENTS AND ANY OTHER DOCUMENT RELATED THERETO. EXCLUSIVE VENUE FOR ANY LITIGATION CONCERNING THIS DOCUMENT, ANY OTHER LOAN DOCUMENTS OR ANY OTHER DOCUMENT RELATED THERETO SHALL LIE SOLELY IN DESOTO COUNTY, MISSISSIPPI.**

13. Rule Against Perpetuities. In the event and only in the event this Lease or any particular terms and provisions hereof violate the rule against perpetuities, this Lease or the specific terms and provisions violating such rule against perpetuities shall terminate and be null and void and of no further force and effect without any further action being required by any party on the last date permitted so as not to violate the rule against perpetuities. It is the further intent of the parties that a court enforce the provisions of this instrument that do not violate the rule against perpetuities and reform or construe any provision that violates or might violate the rule so as not to violate it and other similar laws of the State of Mississippi.

**EXECUTED** by the party or parties on the dates set forth opposite their respective signatures, but the effective date hereof for all purposes is March 31, 2008.

**SIGNATURE PAGES TO FOLLOW**

**ROSECREST**, a Tennessee general  
partnership

Date: 3-24-08

By: *Michael McDonnell*  
**MICHAEL MCDONNELL,**  
Partner/Landlord

Date: 3-24-08

*Michael McDonnell*  
**MICHAEL MCDONNELL TENANT**



Lots Five (5), Six (6) and Seven (7), Final Plat of Lots 5, 6, 7, Holiday Crossing, a Planned Unit Development, as shown on plat of record in Plat Book 72, Page 33 of the records of the Chancery Clerk's Office of DeSoto County, Mississippi being more particularly described as follows:

A 6.76 acre tract of land located in Section 26, Township 1 South, Range 6 West; Olive Branch, Desoto County, Mississippi, also known as Lots 5, 6, and 7 of Holiday Crossing, a Planned Unit Development Plat Book 72, Page 33 and is further described as follows:

Commencing at the Northeast corner of the Southeast quarter of section 26, township 1 South, Range 6 West; thence South 00 degrees 00 minutes 00 Seconds West 1817.09 feet to a point; thence South 90 degrees 00 minutes 00 seconds West 143.40 feet to a iron pin found also being the point of Beginning (also being North 03 degrees 37 minutes 15 seconds East 828.97 feet from the centerline intersection of right of way of Goodman Road Bypass and New Hacks cross Road); thence S.09°40'17"W., a distance of 50.31 feet to a iron pin found; thence N.88°34'21"W., a distance of 276.77 feet iron pin found; thence S.01°25'39"W., a distance of 398.08 feet 1/2" rebar found; thence S.88°34'21"E., a distance of 220.79 feet 1/2" rebar found; thence around a curve to the left having a radius of 2924.79', delta angle of 00 degrees 59 minutes 09 seconds, chord distance 50.32', chord bearing South 07 degrees 45 minutes 13 seconds West, and a length 50.32 feet to a 1/2" rebar found; thence N.88°34'21"W., a distance of 250.09 feet to a chisel mark found; thence S.05°30'09"W., a distance of 192.39 feet to a 1/2" rebar found; thence along a curve to the right having a radius of 3694.72 feet, delta angle of 04 degrees 45 minutes 13 seconds, chord distance 306.44 feet, chord bearing North 61 degrees 24 minutes 57 seconds West, and a length of 306.53 feet to a iron pin found; thence N.00°21'32"E., a distance of 766.46 feet to a iron pin found; thence S.89°11'22"E., a distance of 210.55 feet to a 1/2" rebar found; thence S.88°34'21"E. a distance of 124.94 feet to a 1/2" rebar found; thence S.01°25'39"W., a distance of 218.50 feet to a iron pin found; thence S.88°32'07"E., a distance of 283.97 feet to the POINT OF BEGINNING.  
Containing 294,727.22 square feet or 6.7660 acres, more or less.

END OF DESCRIPTION.