EXHIBIT D

MODIFICATION OF LEASE AGREEMENT

THIS MODIFICATION OF LEASE AGREEMENT made this 8th day of OCTOBER, 1990 (the "Agreement"), by and between PHIL E. PINSTEIN, MARTIN L. PINSTEIN, JAMES F. BARRASSO and JUDY Y. BARRASSO, successor-lessor-in-interest, hereainfter collectively called "Lessor," and MALONE & HYDE, INC., a Delaware corporation, successor-lessee-in-interest, hereinafter called "Lessee."

WITNESSETH:

WHEREAS, by that certain Lease and Agreement dated June 22, 1979 as amended by that certain Amendment No. 1 to Lease and Agreement dated August 1, 1980, hereinafter referred to as the "Lease," Boyle Investment Company, Lessor's predecessor-in-interest leased to Malone & Hyde, Inc., a Tennessee corporation, Lessee's predecessor-in-interest certain premises located in the City of Olive Branch, County of DeSoto, State of Mississippi, and more particularly described in the Lease, a copy of which Lease is attached and made a part hereof as Exhibit "A" hereto; and

WHEREAS, Lessor and Lessee desire to modify the Lease to the extent provided herein and no further;

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. CONSTRUCTION AND DELIVERY. (a) Lessee shall construct the following, which shall hereinafter be referred to as the "Construction":

(i) An addition to the existing building consisting of approximately six thousand four hundred ninety (6,490) square feet to be located within the area shown as crosshatched and labeled "Proposed Addition" on the plot plan attached as Exhibit "B" hereto, the existing building together with the expansion hereinafter collectively referred to as the "Complete Building." The Complete Building shall contain approximately twenty-four thousand seven hundred (24,700) square feet.

(ii) Approximately fifteen thousand nine hundred twelve (15,912) square feet of existing unpaved area located within the area shown as crosshatched and labeled "Parking Addition" on the plot plan attached as Exhibit "B".

(b) Lessee shall prepare plans and specifications for the Construction and the specifications. Lessee shall cause the Construction to be done at its own cost and expense.

2. RENTAL INCREASE. (a) Commencing with the first day of the month next following the opening by Lessee of its store in the Complete Building for business with the public, and then for the remaining term of the Lease, Lessee agrees to pay to Lessor, One Thousand Eighty-one and 67/100 Dollars ($1,081.67) per month in addition to the current monthly rent of Three Thousand Eight Hundred Forty and No/100 Dollars ($3,840.00). If the term begins or ends on a

day other than the first or last day of a month the additional rent for a partial month shall be prorated on a per diem basis.

3. RENTAL. Paragraph 5. "Rental" of the Lease is hereby deleted in its entirety and the following is substituted in its place:

"(a) Upon commencement of the rental increase provided for hereinabove Lessee covenants and agrees to pay to lessor during the remaining term of the Lease a minimum monthly rent of Four Thousand Nine Hundred Twenty-one and 67/100 Dollars ($4,921.67) unless such rent shall be abated or diminished as provided in the Lease. The minimum monthly rent shall be paid on the first of each calendar month and shall be made to PBP Enterprises, c/o Phil Pinstein, 209 Grove Park, Memphis, Tennessee 38117 or at such other place as shall be designated by Lessor, in writing, delivered to Lessee at least ten (10) days prior to the next ensuing rent payment date. If rent shall at any time remain due and unpaid for ten (10) days, the same shall bear interest at the rate of ten percent (10%) per annum from the time the same becomes due until paid.

(b) Lessee shall pay to Lessor as percentage rent under the Lease a sum equal to one percent (1%) of Lessee's gross sales (as defined in Paragraph 46, "Overage Rental" of the Lease) in the Complete Building during each calendar year, less the minimum rent paid for that calendar year, it being understood that for the first one hundred twenty (120) months of the term of the Lease following the opening of its store in the Complete Building for business with the public, Lessee shall be allowed to keep one-half (1/2) of all percentage rentals after deductions. Paragraph 46, "Overage Rental" shall remain

as it appears in the Lease. Should Lessee exercise its option to extend this Lease under the provisions set forth in Section 4. hereof, OPTION TO EXTEND, beginning with the first month of such extension period (after one hundred twenty [120] months following the opening in the Complete Building) Lessee shall no longer retain one-half (1/2) of all percentage rentals after deductions and shall, for the remainder of said extension period, pay to Lessor as percentage rent under the Lease a sum equal to one percent (1%) of Lessee's gross sales (as defined in Paragraph 46, "Overage Rental" of the Lease) in the Complete Building during each calendar year, less the minimum rent paid for that calendar year.

4. OPTION TO EXTEND. Paragraph 49, "Option to Extend," of the Lease is hereby deleted in its entirety and the following is substituted in its place: If the Lessee is not then in default, it shall have the right and privilege of extending this Lease under the same terms, covenants and conditions as the Lease except at a negotiated rental rate to be agreed upon by the Lessor and Lessee one year prior to the expiration of the original term, for a period of ten (10) years beginning the day following the expiration of this lease; and such negotiated rental rate shall not exceed an increase of forty (40%) percent OF MINIMUM MONTHLY RENT OF $4921.67. To exercise its option, the Lessee is to give written notice sent by Certified Mail, Return Receipt Requested, to Lessor, not less than eighteen (18) months prior to the expiration of the original term to allow six months for such negotiations. Failure on the part of the Lessee to give such notice renders this option null and void.

JTB JyB DCP MH

All of the terms, covenants, and conditions of the Lease not specifically amended or modified herein are hereby ratified and confirmed by both Lessor and Lessee in all respect.

IN WITNESS WHEREOF, the parties herein have executed this Agreement the day and year first above written.

Lessor:

Phil E. Pinstein

Martin L. Pinstein

James F. Barrasso

Judy Y. Barrasso

Lessee:

MALONE & HYDE, INC.

By _____
PETER R. PETTIT
PRESIDENT

ATTEST:

By _____

GERMANTOWN ROAD
PARKING
EXISTING : 102
PROPOSED : 120
BUILDING AREA RECAP
EXISTING BUILDING 18,210 SQ.FT.
PROPOSED ADDITION 6,490 SQ.FT.
TOTAL 24,700 SQ.FT.
OLD PIDGEON ROOST ROAD
PROPOSED ADDITION
EXISTING ALLEN'S BIG STAR
EXISTING FRED'S PARKING
EXISTING FRED'S STORE
90° PARKING
GRAVEL / ASPHALT ROAD