After Recording Return To:

Michelle Vincent Parker
Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201-2533
905045

7/09/09 4:20:04
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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

7/09/09 4:21:02
DK P BK 132 PG 712
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SECOND MODIFICATION AND EXTENSION AGREEMENT

This SECOND MODIFICATION AND EXTENSION AGREEMENT (this "**Agreement**") is executed on June 29, 2009 ("**Execution Date**") but dated effective as of May 10, 2009 (the "**Effective Date**") by and among **HLIT ADC1, LLC,** a Mississippi limited liability company, ("**Borrower**"), **HILLWOOD LIT II, LP**, a Delaware limited partnership ("**Guarantor**") and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**");

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender, inter alia, (i) that certain Promissory Note dated as of February 2, 2006, payable to the order of Lender in the original principal sum of $15,625,000, with interest and principal payable as therein provided, as modified by that certain (a) Letter Agreement dated January 16, 2008; (b) Letter Agreement dated May 12, 2008 (together with the Letter Agreement dated January 16, 2008, collectively, the "**Letter Agreements**"), (c) Note Extension and Modification Agreement dated as of June 5, 2008 ("**First Modification**") executed by Borrower, Guarantor, and Lender (said Promissory Note, as modified by the Letter Agreements and First Modification, is herein called the "**Note**"); (ii) that certain Deed of Trust and Security Agreement dated of even date with the Note from Borrower to TRSTE, Inc., securing payment of the Note, covering certain real and personal property described therein (the "**Mortgaged Property**"), recorded in Deed of Trust Book 2405, Page 465 in the Office of the Chancery Clerk of DeSoto County, Mississippi, as modified by that certain Amendment to Deed of Trust and Security Agreement dated as of June 5, 2008, from Borrower to TRSTE, Inc., recorded in Deed of Trust Book 2913, Page 583 and recorded in Power of Attorney Book 126, Page 707 in the Office of the Chancery Clerk of DeSoto County, Mississippi ("**Amendment to Deed of Trust**") (said Deed of Trust and Security Agreement, as modified by the Amendment to Deed of Trust, is herein called the "**Deed of Trust**"); (iii) that certain Assignment of Rents and Leases dated of even date with the Note from Borrower to Lender, securing payment of the Note, recorded in Power of Attorney Book 112, Page 605 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "**Assignment of Rents**"), (iv) that certain Loan Agreement dated of even date with the Note between Borrower and Lender, as modified by the First Modification (as modified, the "**Loan Agreement**") and (v) that certain Environmental Indemnity Agreement dated of even date with the Note executed by Borrower and Guarantor in favor of Lender (the "**Indemnity Agreement**"), reference being here made to the Deed of Trust and Assignment of Rents and the record thereof for all purposes (the foregoing

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documents and the Guaranty defined below and all other documents executed by Borrower and/or any other party or parties evidencing or securing or otherwise in connection with the loan evidenced by the Note, collectively the "**Loan Documents**");

WHEREAS, Guarantor has executed the Indemnity Agreement and that certain Guaranty Agreement dated of even date with the Note in favor of Lender (the "**Guaranty**"), which Guaranty guarantees certain obligations of Borrower under the Loan Documents;

WHEREAS, the Note is due to mature and will be fully due and payable on May 10, 2009 (the "**Maturity Date**");

WHEREAS, Borrower has requested that Lender extend the Maturity Date of the Note to July 15, 2009 and modify certain other terms of the Loan Documents, and Lender is willing to do so on the terms and conditions herein set forth; and

WHEREAS, Lender is the owner and holder of the Note and Borrower is the owner of the legal and equitable title to the Mortgaged Property.

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

1. **Recitals; Defined Terms.** Borrower and Lender agree that the Recitals herein are true and correct. Capitalized terms not otherwise defined herein shall have the same definition as set forth in the Loan Agreement. The term "Loan Documents", as used in this Agreement and the other Loan Documents, shall include this Agreement.

2. **Extension of Maturity Date**. The Maturity Date is hereby extended to July 15, 2009. The liens, security interests, assignments and other rights evidenced by the Deed of Trust and other Loan Documents are hereby renewed and extended to secure payment of the Note as extended hereby. The definition of "Maturity Date" and all references to the maturity of the Loan which appear in the Loan Documents shall hereafter refer to July 15, 2009.

3. **Governing Law.** This Agreement and all of the Loan Documents, and the rights and obligations of the parties hereunder and under the Loan Documents, shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without giving effect to Texas' principles of conflicts of law) and the law of the United States applicable to transactions in the state of Texas. All references in the Loan Documents which provide that the laws of the State of Alabama govern the relationship of the parties or any of the provisions of the Loan Documents are hereby amended to mean and refer to the laws of the State of Texas.

4. **Release of Lender.** Borrower and Guarantor hereby release, remise, acquit and forever discharge Lender, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "**Released Parties**"), from any and all actions and causes of action,

judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties (but not for the gross negligence or willful misconduct of any of the Released Parties) prior to and including the Effective Date, and in any way directly or indirectly arising out of or in any way connected to this Agreement or any Loan Document, or any of the transactions associated therewith, or the Property, including specifically but not limited to claims of usury, but in each case only to the extent arising on or prior to the Effective Date. **THE FOREGOING RELEASE INCLUDES ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES ARISING AS A RESULT OF THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.**

5. **Representations of Borrower and Guarantor.**

(a) Borrower hereby represents and warrants that (i) Borrower is the lawful owner of good and indefeasible title to the Property; (ii) the Loan Documents to which Borrower is a party and this Agreement constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws applicable to creditors' rights or the collection of debtors' obligations generally; (iii) the execution and delivery of this Agreement by Borrower do not contravene, result in a breach of or constitute a default under any deed of trust, deed to secure debt, mortgage, loan agreement, indenture or other contract, agreement or undertaking to which Borrower is a party or by which Borrower or any of Borrower's properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule or regulation to which Borrower is subject; (iv) to the best of Borrower's knowledge, and subject to the execution of this Agreement by Borrower and Lender, there exists no uncured default under the Loan Documents; (v) there are no existing offsets, claims or defenses to the Loan Documents; and (vi) there has been no change in the organizational structure of Borrower and Borrower is currently duly organized and legally existing under the laws of its state of organization. Borrower agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation reasonable attorneys' fees actually incurred) incurred as a result of any representation or warranty made by Borrower herein proving to be untrue in any material respect as of the Execution Date.

(b) Guarantor hereby represents and warrants that (i) Guarantor is duly organized and legally existing and good standing under the laws of the State of Delaware; (ii) the Guaranty, the Indemnity and this Agreement constitute the legal, valid and binding obligations of Guarantor, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws applicable to creditors' rights or the collection of debtors' obligations generally; (iii) the execution and delivery of this Agreement by Guarantor do not contravene, result in a

breach of or constitute a default under any deed of trust, deed to secure debt, mortgage, loan agreement, indenture or other contract, agreement or undertaking to which Guarantor is a party or by which Guarantor or any of Guarantor's properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule or regulation to which Guarantor is subject; (iv) to the best of Guarantor's knowledge there exists no uncured default under the Guaranty and Indemnity; (v) there are no existing offsets, claims or defenses to the Guaranty and Indemnity; and (vi) there has been no change in the organizational structure of Guarantor and Guarantor is currently duly organized and legally existing and in good standing under the laws of it state of organization. Guarantor agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation reasonable attorneys' fees actually incurred) incurred as a result of any representation or warranty made by Guarantor herein proving to be untrue in any material respect as of the Execution Date. Guarantor hereby acknowledges and agrees with Lender that all of the obligations of Guarantor under the Guaranty and the Indemnity are and shall be unaffected by the amendments and modifications to the Loan Documents evidenced by this Agreement and that the Guaranty and Indemnity are hereby ratified and confirmed in all respects.

6. **Additional Documentation.** Borrower, upon request from Lender, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan.

7. **Default.** If Borrower shall fail to keep or perform any of the covenants or agreements contained herein or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, then after the expiration of any applicable grace or cure period provided in the Loan Documents, Borrower shall be deemed to be in default under the Loan Documents, and Lender shall thereupon be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the Loan Documents or to which Lender may otherwise be entitled, whether at law or in equity.

8. **Recordation; Endorsement of Loan Title Policy.** Contemporaneously herewith, Lender will deliver this Agreement for recording in the appropriate records of the county where the Property is located at Borrower's expense and, upon Lender's request, Borrower shall, at its sole cost and expense, obtain and deliver to Lender an endorsement to Lender's existing loan policy of title insurance insuring the lien of the Deed of Trust as modified hereby, and otherwise in form and content reasonably acceptable to Lender.

9. **Ratification of Loan Documents.** Except as provided herein, the terms and provisions of the Loan Documents shall remain unchanged and shall remain in full force and effect. The Loan Documents, as modified and amended hereby, are hereby ratified and confirmed in all respects. All liens, security interests, mortgages and assignments granted or created by or existing under the Loan Documents continue, unabated, in full force and effect, to

secure Borrower's obligation to repay the Note. All references in any of the Loan Documents to the Loan Documents shall hereafter refer to the Loan Documents, as amended hereby.

10. **Liens Valid; No Offsets or Defenses**. Borrower hereby acknowledges that the liens, security interests and assignments created and evidenced by the Loan Documents are valid and subsisting and further acknowledges and agrees that there are no offsets, claims or defenses to any of the Loan Documents as of the Execution Date.

11. **No Waiver**. Lender acknowledges that Lender and its agents in the past may have accepted, without exercising the remedies to which Lender was entitled, payments and performance by Borrower that constituted Events of Defaults under the Loan Documents. Borrower acknowledges that no such acceptance or grace granted by Lender or its agents in the past, or Lender's agreement to the modifications evidenced hereby, has in any manner diminished Lender's right in the future to insist that Borrower strictly comply with the terms of the Loan Documents, as modified by the terms hereof. Furthermore, Borrower specifically acknowledges that any future grace or forgiveness of default by Lender shall not constitute a waiver or diminishment of any right of Lender with respect to any future default of Borrower, whether or not similar to any default with respect to which Lender has in the past chosen, or may in the future choose, not to exercise all of the rights and remedies granted to it under the Loan Documents.

12. **Integration**. This Agreement supersedes and merges all prior and contemporaneous promises, representations and agreements with respect to the matters set forth herein. No modification of this Agreement or any of the Loan Documents, or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by Lender and Borrower. Lender and Borrower further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

13. **Notice**. Any notice or communication required or permitted hereunder shall be given in accordance with the provisions of the Loan Agreement, except that any notice to be delivered to Lender shall be sent to the following addresses:

If to Lender: Wachovia Bank, National Association
c/o Wells Fargo Bank, National Association
Real Estate Banking Group (AU # 01145)
5400 LBJ Freeway, Suite 1000
Dallas, Texas 75240
Attention: Loan Administration, Dwight Reid

With copy to: Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201-2533
Attention: Mark M. Sloan

14. **Costs and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and reasonable fees and expenses of legal counsel to Lender.

15. **Severability.** If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained.

16. **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

17. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

18. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

19. **Notice of Final Agreement.** Borrower and Lender hereby take notice of and agree to the following:

A. PURSUANT TO SUBSECTION 26.02(b) OF THE TEXAS BUSINESS AND COMMERCE CODE, A LOAN AGREEMENT IN WHICH THE AMOUNT INVOLVED THEREIN EXCEEDS $50,000 IN VALUE IS NOT ENFORCEABLE UNLESS THE AGREEMENT IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND OR BY THAT PARTY'S AUTHORIZED REPRESENTATIVE.

B. PURSUANT TO SUBSECTION 26.02(c) OF THE TEXAS BUSINESS AND COMMERCE CODE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE LOAN DOCUMENTS SHALL BE DETERMINED SOLELY FROM THE LOAN DOCUMENTS, AND ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THE LOAN DOCUMENTS.

C. THE LOAN DOCUMENTS AND THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth in the acknowledgments below but is effective as of the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW

SIGNATURE PAGE OF BORROWER TO
SECOND MODIFICATION AND EXTENSION AGREEMENT

HLIT ADC1, LLC, a Mississippi limited liability company

By: Hillwood LIT II, LP, a Delaware limited partnership, its Sole Member

By: Hillwood LIT II GP, LLC, a Texas limited liability company, its General Partner

By: M Thomas Mason
M. Thomas Mason,
Executive Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of June, 2009, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is the Executive Vice President of Hillwood LIT II GP, LLC, a Texas limited liability company and General Partner of Hillwood LIT II, LP, a Delaware limited partnership and Sole Member of HLIT ADC1, LLC, a Mississippi limited liability company, and that for and on behalf of Hillwood LIT II GP, LLC, as General Partner of Hillwood LIT II, LP, a Delaware limited partnership, and for and on behalf of Hillwood LIT II, LP as Sole Member of HLIT ADC1, LLC, and as the act and deed of Hillwood LIT II GP, LLC, as General Partner of Hillwood LIT II, LP, and as the act and deed of Hillwood LIT II, LP as Sole Member of HLIT ADC1, LLC, and as the act and deed of HLIT ADC1, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership and limited liability companies so to do.

Given under my hand and official seal this 29 day of June, 2009.

PATRICIA BROWN EDWARDS
Notary Public, State of Texas
My Commission Expires
January 31, 2013

Patricia Brown Edwards
Notary Public, State of Texas
[NOTARIAL SEAL]
My Commission Expires:_____

[Signature Page]

SIGNATURE PAGE OF GUARANTOR TO
SECOND MODIFICATION AND EXTENSION AGREEMENT

HILLWOOD LIT II, LP,
a Delaware limited partnership

By: Hillwood LIT II GP, LLC, a Texas limited liability company, its general partner

By: M Thomas Mason
M. Thomas Mason,
Executive Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of June, 2009, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is the Executive Vice President of Hillwood LIT II GP, LLC, a Texas limited liability company, and General Partner of Hillwood LIT II, LP, a Delaware limited partnership, and that for and on behalf of Hillwood LIT II GP, LLC, as General Partner of Hillwood LIT II, LP, a Delaware limited partnership, and as the act and deed of Hillwood LIT II GP, LLC, as General Partner of Hillwood LIT II, LP, and as the act and deed of Hillwood LIT II, LP, he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership and limited liability company so to do.

Given under my hand and official seal this 29 day of June, 2009.

Patricia Brown Edwards
Notary Public, State of Texas
[NOTARIAL SEAL]
My Commission Expires:_____

PATRICIA BROWN EDWARDS
Notary Public, State of Texas
My Commission Expires
January 31, 2013

[Signature Page]

SIGNATURE PAGE OF LENDER TO
SECOND MODIFICATION AND EXTENSION AGREEMENT

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: J. Kent Howard
Title: Senior Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of June, 2009, within my jurisdiction, the within named J. Kent Howard, who acknowledged to me that he is a Senior Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, and as the act and deed of Wachovia Bank, National Association, he executed the above and foregoing instrument, after first having been duly authorized by said national banking association so to do.

Given under my hand and official seal this 29th day of June, 2009.

RENEE ELAM-BATTLE
Notary Public, State of Texas
My Commission Expires
October 29, 2011

_____
Notary Public, State of Texas
[NOTARIAL SEAL]
My Commission Expires: OCTOBER 29, 2011

[Signature Page]