

BK 1587PG0582

STATE MS. - DESOTO CO.  
FILED

**Modification Agreement**

OCT 24 1 25 PM '02

State of Mississippi

County of Desoto

BK 1587 PG 582  
W.E. DAVIS CH. CLK.

*2-12-02* \* **WHEREAS**, Shree Krishna, LLC, A Mississippi limited liability company became indebted to The Peoples Bank, Biloxi, Mississippi (hereinafter the "Bank"), in the principal amount of \$3,325,000.00 as evidenced by a Promissory Note dated January 20, 2000, (hereinafter "Note") made up of Subnote #1: \$3,125,000.00 and Subnote #2: \$200,000.00; and

**WHEREAS**, in order to secure payment of said Note, Shree Krishna, LLC, by and through its Managing Member, Ramesh D. Patel, and for and on behalf of said limited liability company, after having been first duly authorized to do so, executed and delivered a Deed of Trust to Bank, as beneficiary, conveying the property described on Exhibit "A" (hereinafter "Deed of Trust"); and that Deed of Trust is now recorded in Book 1186, at page 347, of the Records of Mortgages and Deeds of Trust in Desoto County, Mississippi; and

**WHEREAS**, the parties, at the request of Shree Krishna, LLC, find it necessary and reasonable to modify the original terms and conditions of the Notes and Deed of Trust and Shree Krishna, LLC executed two previous Modification Agreements and delivered same to bank, said Modification Agreements being dated December 7, 2001 and recorded in the office of the Chancery Clerk aforesaid in Book 1435 at page 509; and the other dated February 2, 2002 and recorded in the office of the Chancery Clerk aforesaid in Book 1502 at page 727; and

**WHEREAS**, the current principal balance due on Subnote #1 is \$179,463.05 plus accrued interest and the current principal balance due on Subnote #2 is -0-; and

**WHEREAS**, Shree Krishna, LLC and Bank now desire to modify the terms of the Note and Deed of Trust again.

**WHEREFORE, PREMISES CONSIDERED**, and for the \$10.00 and other good and valuable considerations, including the obligations and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Shree Krishna, LLC and Bank agree that the Note and Deed of Trust are hereby modified and amended as follows, to wit:

1. Subnote #1 - to change monthly payments to \$1,400.00 per month including principal and interest, which shall be effective from November 20, 2002 to October 20, 2005. Subnote #2 - is paid out.

**PREPARED BY AND RETURN TO:**  
THE PEOPLES BANK  
P.O. BOX 487  
BILOXI, MS 39533-0487  
PHONE: (228) 435-5511

Except as modified herein, said note shall remain in full force and effect and any collateral securing said obligation shall remain subject to all liens in favor of said Bank.

This 16<sup>th</sup> day of October, 2002.

The Peoples Bank, Biloxi, Mississippi

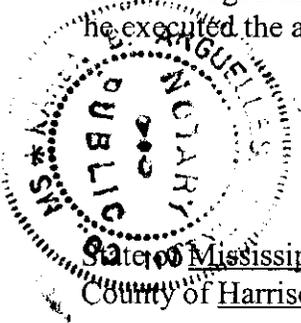
Robert M. Tucei  
Robert M. Tucei, Senior Vice-President

Shree Krishna, LLC

Rameshchandra D. Patel A/K/A Ramesh D. Patel, A/K/A R.D. Patel

State of Mississippi  
County of Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of October, 2002, within my jurisdiction, the within named Ramesh D. Patel, who acknowledged that he is a Member of Shree Krishna, LLC, and that for and on behalf of the LLC, he executed the above and foregoing instrument after first having been duly authorized to do so.



Karen B. Arguella  
Notary Public

**My Commission Expires: MAR 10, 2006**

Personally appeared before me, the undersigned authority, in and for the said county and state aforesaid, the within named Robert M. Tucei, who acknowledges to me that as Senior Vice-President he signed, sealed and delivered the within and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of and as the act and deed of The Peoples Bank, having been duly authorized to do so.



Karen B. Arguella  
Notary Public

**My Commission Expires: MAR 10, 2006**

**PREPARED BY AND RETURN TO:**  
THE PEOPLES BANK  
P.O. BOX 487  
BILOXI, MS 39533-0487  
PHONE: (228) 435-5511

Exhibit "A" BK 1502 PG 0730  
BK 1507 PG 0584

The Peoples Bank  
Attn: Loan Department  
P. O. Box 487 155 Lameuse  
Biloxi, MS 39533-0487  
(228)-435-5511

quarter of Section 33  
Township 1 South  
Range 6 West  
of the \_\_\_\_\_ of  
Desoto County, Mississippi.

BK 1186 PG 0347

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between \_\_\_\_\_

Shree Krishna, L.L.C. \_\_\_\_\_

whose address is 2007 Bayou LaPorte Drive Biloxi, MS 39531 \_\_\_\_\_

County MS \_\_\_\_\_ as Grantor (herein designated as "Debtor"), and

Lyle M. Page \_\_\_\_\_

as Trustee, and The Peoples Bank \_\_\_\_\_

\_\_\_\_\_ of Biloxi \_\_\_\_\_, Mississippi as Beneficiary

(herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Shree Krishna, L.L.C. \_\_\_\_\_ is indebted to Secured Party in the

full sum of Three Million Three Hundred Twenty Five Thousand and 00/100 \_\_\_\_\_

(Dollars (\$ 3,325,000.00 ) evidenced by ONE \_\_\_\_\_ promissory note of even date herewith in favor of Secured Party, bearing interest from DATE \_\_\_\_\_ at the rate specified in the note, providing for payment of attorney's fees for collection if not paid according to terms thereof and being due and payable as set forth below:

Repayment Provisions:  
ON DEMAND BUT IF NO DEMAND IS MADE:

See repayment schedule listed on "Exhibit B" attached hereto and made a part hereof.

STATE MS.-DESOTO CO.  
FILED

FEB 7 11 12 AM '00  
CBM  
MC  
PS

BK 1186 PG 0347  
W.E. DAVIS CH. CLK.

Other:

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions, modifications or renewals thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 4, 5, 6 and 7 (all being herein referred to as the "indebtedness").

NOW THEREFORE, In consideration of the existing and future indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee and the land described below situated in the City of \_\_\_\_\_ State of Mississippi: County of Desoto \_\_\_\_\_

Lot 1 - Parcel No. 10683377.40001.00 Lot 2 - Parcel No. 10683377.40002.00

Lot 3 - Parcel No. 10683377.40003.00

See Exhibit "A" attached hereto and made a part hereof.

PREPARED BY AND RETURN TO:  
THE PEOPLES BANK  
P.O. BOX 487  
BILOXI, MS 39533-0487  
PHONE: (228) 435-5511

SCANNED

PS

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure payment of all existing and future indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 10, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or any unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 10 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the Proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other Indebtedness of Debtor due to Secured Party with interest thereon as specified, or any of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter rising at any time before cancellation of this Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Notwithstanding the foregoing, if any disclosure required by 12 C.F.R. 226.5b, 226.15, 226.19(b) or 226.23, or 24 C.F.R. 3500.6, 3500.7 or 3500.10, has not been timely provided in connection with one or more loans, credit extensions or obligations of GRANTOR, or any other person whose obligations are secured hereby, then the Security Interest in the Property granted hereby shall not secure the obligation or obligations for which the required disclosure was not given.

4. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but not for less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and Shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums, and/or the right to hold the Debtor in default and exercise its rights as a secured creditor and may make use of any other remedy available under this Deed of Trust or any other agreements with the Debtor, including, but not limited to, foreclosure of any collateral which secures the undersigned's loan. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to the Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

5. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

6. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

7. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 4, 5 and 6 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

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BR 1502 PG 0732

8. As additional security, Debtor shall assign to Secured Party all rents accruing on and retain any rents as long as Debtor is in default as provided in Paragraph 10. In the event of default, Secured Party in person, by agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. Rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

9. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

10. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

11. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

12. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

13. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 9. If there be more than one Debtor, then Debtor's obligation shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

14. The Debtor covenants and agrees that the Debtor (a) has not stored and shall not store (except in compliance with all Federal, state and local statutes, laws, ordinances, rules, regulations and common law now or hereafter in effect, and all amendments thereto, relating to the protection of the health of living organisms or the environment (collectively, "Environmental Requirements")) and has not disposed and shall not dispose of any Hazardous Substances (as hereinafter defined) on the Property, (b) has not transported or arranged for the transportation of and shall not transport or arrange for the transportation of any Hazardous Substances, and (c) has not suffered or permitted, and shall not suffer or permit, any owner, lessee, tenant, invitee, occupant or operator of the Property or any other person to do any of the foregoing.

The Debtor covenants and agrees to maintain the Property at all times (a) free of any Hazardous Substance (except in compliance with all Environmental Requirements) and (b) in compliance with all Environmental Requirements.

The Debtor agrees promptly: (a) to notify the Secured Party in writing of any change in the nature or extent of Hazardous Substances maintained on or with respect to the Property, (b) to transmit to the Secured Party copies of any citations, orders, notices or other material governmental communications received with respect to Hazardous Materials upon, about or beneath the Property or the violation or breach of any Environmental Requirement, (c) to observe and comply with any and all Environmental Requirements relating to the use, maintenance and disposal of Hazardous Substances and all orders or directives from any official, court or agency of competent jurisdiction relating to the use, maintenance, treatment, storage, transportation, generation and disposal of Hazardous Substances, (d) to pay, perform or otherwise satisfy any fine, charge, penalty, fee, damage, order, judgment, decree or imposition related thereto which, if unpaid, would constitute a lien on the Property, unless (i) the validity thereof shall be contested diligently and in good faith by appropriate proceedings and with counsel reasonably satisfactory to the Secured Party and (ii) so long as the Debtor shall at all times have deposited with the Secured Party, or posted a bond satisfactory to the Secured Party in a sum equal to the amount necessary (in the reasonable discretion of the Secured Party) to comply with such order or directive (including, but not limited to, the amount of any fine, penalty, interest or cost that may become due thereon by reason of or during such contest); provided, however, that payment in full with respect to such fine, charge, penalty, fee, damage, order, judgment, decree or imposition shall be made not less than twenty (20) days before the first date upon which the Property, or any portion thereof, shall be seized and sold in satisfaction thereof, and (e) to take all appropriate response actions, including any removal or remedial actions, in the event of a release, emission, discharge or disposal of any Hazardous Substances in, on, under or from the Property necessary in order for the Property to be or remain in compliance with all Environmental Requirements, (i) upon the request of the Secured Party, to permit the Secured Party, including its officers, agents, employees, contractors and representatives, to enter and inspect the Property for purposes of conducting an environmental assessment, (ii) upon the request of the Secured Party, and at the Debtor's expense, to cause to be prepared for the Property such site assessment reports, including, without limitation, engineering studies, historical reviews and testing, as may be reasonably requested from time to time by the Secured Party.

In addition to all other indemnifications contained herein, the Debtor agrees to indemnify, defend and reimburse and does hereby hold harmless the Secured Party, and its officers, directors, agents, shareholders, employees, contractors, representatives, successors and assigns, from and against any and all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, of whatever kind or nature, including, without limitation, reasonable attorney's fees and consultants' fees, arising from the presence of Hazardous Substances upon, about or beneath the Property or migrating to and from the Property or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or arising from the breach of any covenant or representation of the Debtor contained in this Deed of Trust. The Debtor's obligations under this Section shall survive any foreclosure on the Property or repayment or extinguishment of the indebtedness secured hereby.

The Provisions of this Deed of Trust are in addition to and supplement any other representations, warranties, covenants and other provisions contained in any other loan documents that Debtor has executed for the benefit of Secured Party.

- For purposes of this Deed of Trust, "Hazardous Substances" shall mean any substance
- (a) The presence of which requires investigation, removal, remediation or any form of clean-up under any Federal, state or local statute, regulation, ordinance, order, action, policy or common law now or hereafter in effect, or any amendments thereto; or
  - (b) Which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant" or "contaminant" under any Federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or
  - (c) Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is regulated presently or in the future by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the state where the Property is located or any political subdivision thereof; or
  - (d) The presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or
  - (e) The presence of which on adjacent properties could constitute a trespass by the Debtor; or
  - (f) Which contains, without limitation, gasoline, diesel fuel or the constituents thereof, or other petroleum hydrocarbons; or
  - (g) Which contains, without limitation, polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
  - (h) Which contains, without limitation, radon gas; or
  - (i) Which contains, without limitation, radioactive materials or isotopes.

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IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 20th day of January 2000

BK 1502 PG 0738

Day of January 2000

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE  
Shree Krishna, L.L.C.

INDIVIDUAL SIGNATURES

Name of Debtor

*Ramesh*

By Rameshchandra D. Patel A/K/A Ramesh D. Patel  
A/K/A R. D. Patel, Member

BK 1587 PG 0587

Attest:

(Seal)

BK 1186 PG 0349

INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

NOTARY PUBLIC

My commission expires:

(Affix official seal, if applicable)

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGMENT

STATE OF Mississippi

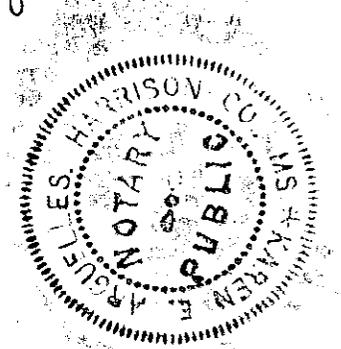
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of Janauary, 2000, within my jurisdiction, the within named Rameshchandra D. Patel (Title), who acknowledged that (he) (she) (they) is member of Shree Krishna, L.L.C., a L.L.C., and that for and on behalf of the said L.L.C., and as its act and deed (he) (she) (they) executed the above and foregoing instrument after first having been duly authorized by said \_\_\_\_\_ so to do.

*Karen E. Arguella*  
NOTARY PUBLIC

My commission expires:

March 10, 2002  
(Affix official seal, if applicable)



PREPARED BY AND RETURN TO:  
THE PEOPLES BANK  
P.O. BOX 487  
BILOXI, MS 39533-0487  
PHONE: (228) 435-5511

Lots One (1), Two (2) and Three (3), FIRST REVISION, MID SOUTH CENTER, situated in Section 33, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat recorded in Plat Book 50 at Pages 28-31, Chancery Clerk's office, DeSoto County, Mississippi.

All accounts receivable, rents, royalties, revenues, issues, profits and proceeds due or to become due from the operation of debtor's business located at the above address presently operated under the name of "Holiday Inn Express Hotel & Suites" operated by Shree Krishna, L.L.C.; all rents, revenues, rights and benefits paid or accruing to debtor under present or future leases on the said property; all proceeds of sale, insurance loss, or condemnation of the property; all rights under servicing agreements, maintenance agreements, service controls and rights under trade names, patents or copyrights.

All furniture, furnishings, fixtures and equipment located at Intersection of 305 and New 78 at Lots One(1), Two(2), and Three(3), First Revision, Mid-South Center, Desoto County, Olive Branch, MS, including, but not limited to, property described in the attached Schedules.

All of the goods, inventory, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, but not limited to, the properties described in the attached Schedules, and including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property, all rents, issues and profits derived from the real estate to which reference is hereinafter made, and all accounts, and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising all of which items or property are hereinafter collectively referred to as the "Collateral".

Signed for identification.

*[Handwritten Signature]*

Rameshchandra D. Patel A/K/A  
Ramesh D. Patel A/K/A R. D. Patel, Member  
Date  
Date  
Date

Date  
Date  
Date

*RA*

**"EXHIBIT B"**

**NON-REVOLVING MASTER LINE OF CREDIT:**

This note is payable in nine (9) payments of all accrued interest monthly beginning February 20, 2000. Interest will float even with prime.

THEN, principal and interest will be repayable in two notes as follows:

**Subnote #1: \$3,125,000.00**

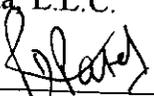
Principal and interest are repayable in 59 equal installment payments consisting of principal and interest, amortized over 180 payments(s), in the amount of \$31,003.43 each, commencing on November 20, 2000 and continuing monthly thereafter, and one (1) final installment payment consisting of the full amount of the principal and all accrued interest remaining due and payable on October 20, 2005. Interest will float even with prime. Any increase in the interest rate will result in a higher amount of payments. All of the terms, conditions, disclosures and collateral as outlined in the MasterLine of Credit are hereby incorporated by reference in this Subnote # 1.

**Subnote #2: \$200,000.00**

Principal and interest are repayable in 59 equal installment payments consisting of principal and interest, amortized over 84 payment(s), in the amount of \$3,180.00 each, commencing on November 20, 2000 and continuing monthly thereafter, and one (1) final installment payment consisting of the full amount of the principal and all accrued interest remaining due and payable on October 20, 2005. Interest will float even with prime. Any increase in the interest rate will result in a higher amount of payments. All of the terms, conditions, disclosures and collateral as outlined in the MasterLine of Credit are hereby incorporated by reference in this Subnote # 2.

This "Exhibit B" is attached to and made a part of Non-Revolving Master Line of Credit Multipurpose Note & Security Agreement, Deed of Trust, Security Agreement #2 & #5, UCC'S, Continuing Guaranties, dated January 20, 2000 in the name of Shree Krishna, L.L.C..

Shree Krishna, L.L.C.



Rameshchandra D. Patel A/k/a Ramesh D. Patel A/k/a R. D. Patel, Member

1-20-00

Date

**PREPARED BY AND RETURN TO:**

THE PEOPLES BANK  
P.O. BOX 487  
BILOXI, MS 39533-0487  
PHONE: (228) 435-5511

