

STATE OF MISSISSIPPI

COUNTY OF DESOTO

THIS AGREEMENT between **ATHLETIC CLUB HOLDING COMPANY, LLC** AND **ATHLETIC CLUB MANAGEMENT COMPANY, LLC DBA DESOTO ATHLETIC CLUB AND DESOTO ATHLETIC CLUB EAST** (Borrower) and **TRUSTMARK NATIONAL BANK** (LENDER).

WITNESSETH:

WHEREAS, Lender has heretofore made a loan to Borrower in the principal amount of **TWO MILLION SIX HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED TWENTY SEVEN AND 42/100 DOLLARS (\$2,657,527.42)**, evidenced by Borrower's Note in the amount of the loan, dated **AUGUST 23, 2001**; and

WHEREAS, said note is secured by that certain land deed of trust dated **AUGUST 23, 2001**, executed by **ATHLETIC CLUB HOLDING COMPANY, LLC** to **T. Harris Collier, III**, Trustee for the benefit of Lender, which instrument is filed of record in the office of the Chancery Clerk of **DESOTO** County, Mississippi, in Book **1372** at Page **613** covering property more particularly described as follows:

LOTS 1, 3, & 4, TWIN CITY COMMONS SUBDIVISION, IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 64, PAGES 38-39, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

WHEREAS, Borrower has requested Lender to modify certain provisions and conditions pertaining to the aforesaid Note and Deed of Trust; and

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, Borrower agrees with Lender to modify the Note and Deed of Trust as follows, to wit:

EFFECTIVE NOVEMBER 12, 2002, THE RATE SHALL CHANGE TO AN ADJUSTABLE INTEREST RATE WITH AN INITIAL RATE OF 6.00% PER ANNUM, SAID RATE SUBJECT TO CHANGE AUGUST 23, 2006, AND EVERY FIVE YEARS THEREAFTER (CHANGE DATE) AND SHALL BE CALCULATED AT THE TRUSTMARK NATIONAL BANK PRIME RATE (AS OF SAID CHANGE DATE) PLUS 1.00%.

THE LOAN SHALL BE PAYABLE AS FOLLOWS:
IN 166 INSTALLMENTS OF \$22,627.48 EACH, ON THE 22ND DAY OF NOVEMBER, 2002, AND MONTHLY, THEREAFTER, TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THEN TO PRINCIPAL UNTIL THE 22ND DAY OF AUGUST, 2016, WHEN THE UNPAID BALANCE AND ANY ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN FULL.

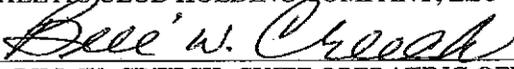
ALL OTHER TERMS AND PROVISIONS OF SAID NOTE SHALL REMAIN IN FULL FORCE AND EFFECT.

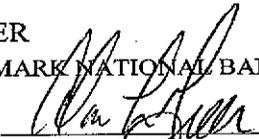
Borrower hereby authorizes and directs Lender to take any action necessary to conform

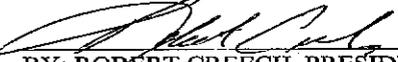
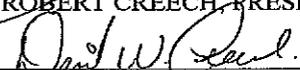
the original Note, Deed of Trust, security instruments and other collateral documents to the terms as herein modified, and by these presents accepts and confirms its liability under said Note, Deed of Trust, security instruments and other collateral documents, with the terms as herein modified.

All provisions and/or recitals of the Note and Deed of Trust contrary to or inconsistent with any provisions of this Agreement are hereby deemed amended to comport with the provisions of this Agreement; but all provisions and/or recitals thereof not contrary to or inconsistent with the provisions of this Agreement shall remain in full force and effect without amendment, and Borrower does hereby ratify and confirm that the Deed of Trust, as amended, remains and continues to be a valid first lien on the property described therein.

IN WITNESS WHEREOF, the parties have executed this instrument the 12TH day of NOVEMBER, 2002.

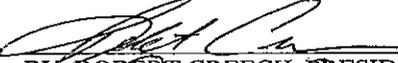
BORROWER
ATHLETIC CLUB HOLDING COMPANY, LLC

BY: BILL W. CREECH, CHIEF OPERATING OFFICER

LENDER
TRUSTMARK NATIONAL BANK
BY: 
ALAN L. GREER, VICE PRESIDENT


BY: ROBERT CREECH, PRESIDENT

BY: DAVID W. CREECH, VICE PRESIDENT

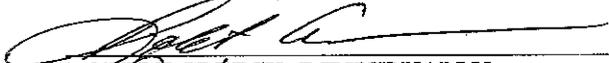
ATHLETIC CLUB MANAGEMENT
COMPANY, LLC DBA DESOTO ATHLETIC CLUB
AND DESOTO ATHLETIC CLUB EAST

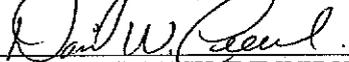
BY: BILL W. CREECH, CHIEF OPERATING OFFICER


BY: ROBERT CREECH, PRESIDENT

BY: DAVID W. CREECH, VICE PRESIDENT


BILL W. CREECH, INDIVIDUALLY


ROBERT CREECH, INDIVIDUALLY


DAVID W. CREECH, INDIVIDUALLY

INDEXING INSTRUCTIONS:
LOTS 1, 3 & 4, TWIN CITY COMMONS SUBDIVISION, SECTION 27, T1S, R7W, DESOTO COUNTY, MS

PREPARED BY:
TRUSTMARK NATIONAL BANK
ALAN L. GREER, VICE PRESIDENT
P O BOX 328
HERNANDO, MS 38632

(662) 895-2955

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, on this 12TH day of NOVEMBER, 2002, within my jurisdiction, the within named BILL W. CREECH, who acknowledged that he is CHIEF OPERATING OFFICER and ROBERT CREECH, who acknowledged that he is PRESIDENT and DAVID W. CREECH, who acknowledged that he is VICE PRESIDENT of ATHLETIC CLUB HOLDING COMPANY, LLC a limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed they executed the above and foregoing instrument, after having been duly authorized by said limited liability company so to do.

My Commission Expires:

July 7, 2006



Eaye J. Livingston
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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Eaye J. Livingston
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STATS MS. - DESOTO CO.
FILED
DEC 13 4 11 PM '02

BK 1621 PG 55
W.E. DAVIS CH. CLK.