

Prepared by and return to:
David T. Wolf, Esq.
David T. Wolf, P.C.
561 Village Trace
Suite 13-B
Marietta, Georgia 30067
(770) 952-8008

IN RE: DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT DATED APRIL 24, 2001 FROM WENSTAR PROPERTIES, L.P. AND WENDELTA PARTNERS, L.P IN FAVOR OF BANK OF AMERICA, N.A., AS AGENT, AND RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI IN BOOK 1319, PAGE 312.

FOURTH AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

THIS FOURTH AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT (the "Amendment") is made and entered into effective as of this 25th day of October, 2006, by and among **WENSTAR PROPERTIES, L.P.**, a Mississippi limited partnership, **WENDELTA PARTNERS, L.P.**, a Mississippi limited partnership, the grantors hereunder (collectively the "Grantor") and **BANK OF AMERICA, N.A.**, a national banking association, acting in its capacity as Agent for the Secured Creditors (as defined in the Deed of Trust described herein) under the Credit Agreement (as described below), the beneficiary hereunder (the "Beneficiary"). Capitalized terms used but not otherwise defined in this Amendment have the meanings given them in the Credit Agreement (as herein defined) or the Deed of Trust (as herein defined).

WITNESSETH:

WHEREAS, the Grantor and Wendelta, Inc., a Mississippi corporation ("Wendelta") (collectively, the "Borrowers"), the Agent and the Lenders party thereto entered into that certain Amended and Restated Credit Agreement dated as of November 24, 2004 (the "Credit Agreement"), pursuant to which such lenders agreed, among other things, to (a) extend the maturity date of the Loans to November 24, 2009, (b) provide the Borrowers with a term loan and a revolving line of credit, not to exceed in the aggregate principal amount outstanding at any one time of \$75,000,000 and (c) make certain other amendments thereto;

WHEREAS, the Obligations of the Borrowers under the Credit Agreement are secured, in part, by that certain Deed of Trust, Security Agreement, Fixture Filing, Assignment of Leases and Rents and Financing Statement dated as of April 24, 2001, and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 1319, Page 312, as modified by that certain First Amendment to Deed of Trust, Security Agreement, Fixture Filing, Assignment of Leases and Rents and Financing Statement dated as of December 9, 2002, and recorded in Book 1625, Page 341, as further modified by that certain Second Amendment to Deed of Trust, Security Agreement, Fixture Filing, Assignment of Leases and Rents and Financing Statement dated as of April 29, 2003, and recorded in Book 1714, Page 706 of the aforesaid Chancery Clerk's Office and as further modified by that certain Third Amendment to Deed of Trust, Security Agreement, Fixture Filing, Assignment of Leases and Rents and Financing Statement dated as of November 24, 2004, and recorded in Book 2116, Page 551 of the aforesaid Chancery Clerk's Office (as so amended, the "Original Deed of Trust") encumbering the Mortgaged Property as defined therein; and

WHEREAS, the parties hereto are mutually desirous of amending the Original Deed of Trust to reflect the extension of the maturity date of the Original Deed of Trust pursuant to Miss. Code Annotated Section 89-5-19 as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and the sum of \$1.00 in hand paid, the receipt of which hereby is acknowledged, Grantor and Beneficiary hereby covenant and agree as follows:

1.

Grantor and Beneficiary approve the foregoing recitations and agree that said recitations are true and correct in all respects.

2.

Whenever and wherever the maturity date of April 26, 2006 shall appear in the Original Deed of Trust, it is hereby amended to read November 24, 2009.

3.

The address for David T. Wolf, P.C. appearing in Section 10.5 (b) of the Original Deed of Trust is hereby amended to read as follows:

David T. Wolf, P.C.
561 Village Trace
Suite 13-B
Marietta, Georgia 30067
Attention: David T. Wolf
Telephone: (770) 952-8008
Telefacsimile: (770) 952-0490

4.

All references to the "Deed of Trust" herein shall hereinafter be to the Original Deed of Trust as previously modified and as modified by this Amendment and as further amended, modified, renewed or replaced from time to time. All references to the "Leasehold Mortgages" in the Credit Agreement shall hereinafter include the Original Deed of Trust, as further amended, modified, renewed or replaced from time to time.

5.

(a) Grantor acknowledges that Grantor has no set off, counterclaim, or other defense to the rights of Beneficiary under the Deed of Trust, and Grantor hereby ratifies and affirms the Deed of Trust and its obligations thereunder. Grantor further acknowledges that there has been no default or event of default under the Deed of Trust that has not been cured and there has been no occurrence which with the lapse of time would constitute a default or event of default under the Deed of Trust.

(b) Except as specifically amended or modified herein, all other covenants, terms and conditions of the Deed of Trust shall remain in full force and effect, and the Grantor hereby acknowledges and confirms its obligations thereunder.

(c) This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns.

(d) The Grantor agrees that nothing herein contained shall impair the security now held or the said Obligations, nor shall anything contained herein waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Deed of Trust except as amended hereby, or affect or impair any rights, power or remedies under the Obligations, the Deed of Trust, or any of the other Loan Documents. Grantor further agrees that the Beneficiary reserves all rights and remedies it may have as against all parties liable for repayment of the indebtedness set forth above evidenced by the Obligations.

(e) This Amendment may be executed in separate counterparts by the parties hereto and all of which will constitute collectively one executed Amendment.

[SIGNATURES TO FOLLOW ON PAGE 4]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates below their respective signatures and effective as of the day and year first above written.

GRANTOR:

WENSTAR PROPERTIES, L.P.

By: Wendelta, Inc., as its General Partner

By: [Signature]

Name: Louis C. Jehl, Jr.

Title: Vice President

Date: 10-31-06

STATE OF TENNESSEE

COUNTY OF SHELBY

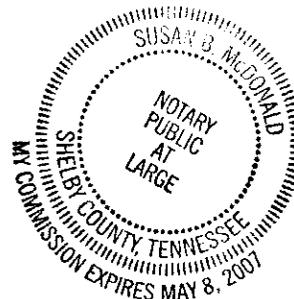
PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 31 day of October, 2006, within my jurisdiction, the within named Louis C. Jehl, Jr. who acknowledges that he is the Vice President of Wendelta, Inc., the General Partner of WENSTAR PROPERTIES, L.P. a Mississippi limited partnership, and for and on behalf of said corporation as General Partner of said limited partnership, and as the act and deed of said corporation as General Partner of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and limited partnership so to do.

[Signature]
Notary Public

My Commission Expires:

May 8, 2007

[AFFIX NOTARIAL SEAL]



[SIGNATURES CONTINUE ON PAGE 5]

WENDELTA PARTNERS, L.P.
By: Wendelta, Inc., as its General Partner

By: [Signature]
Name: Louis C. Jehl, Jr.
Title: Vice President
Date: 10-31-06

STATE OF TENNESSEE

COUNTY OF SHELBY

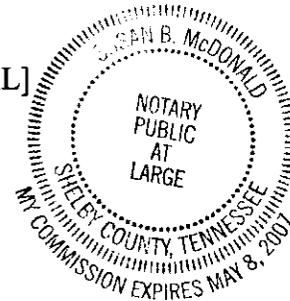
PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 31 day of October, 2006, within my jurisdiction, the within named Louis C. Jehl, Jr. who acknowledges that he is the Vice President of Wendelta, Inc., the General Partner of WENDELTA PARTNERS, L.P. a Mississippi limited partnership, and for and on behalf of said corporation as General Partner of said limited partnership, and as the act and deed of said corporation as General Partner of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and limited partnership so to do.

[Signature]
Notary Public

My Commission Expires:

May 8, 2007

[AFFIX NOTARIAL SEAL]



[SIGNATURES CONTINUE ON PAGE 6]

BENEFICIARY:

BANK OF AMERICA, N.A., as Agent

By: *Michael Brashler*

Name: Michael Brashler

Title: Vice President

Date: 10/25/06

STATE OF ILLINOIS

COUNTY OF COOK

PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 25 day of October, 2006 within my jurisdiction, the within named Michael Brashler, who acknowledges that he is a Vice President of BANK OF AMERICA, N.A., a national banking association, acting as Agent for the Secured Creditors, and that for and on behalf of said national banking association in its capacity as Agent, and as its act and deed as Agent, he executed the above and foregoing instrument, after first having been duly authorized by said national banking association so to do.

Maria Paggao
Notary Public

My Commission Expires:

2/1/09

[AFFIX NOTARIAL SEAL]

