

1/27/09 2:54:19  
BK 2,986 PG 616  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

SWJ

**Prepared By and Return To:**  
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Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 100  
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P 1/27/09 2:55:08  
BK 130 PG 230  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**MODIFICATION AGREEMENT**

THIS LOAN MODIFICATION AGREEMENT is made and entered into effective the day of January 16, 2009, by **WOLF RIVER REALTY, LLC**, a Tennessee limited liability company ("Borrower"), and **SUNTRUST BANK** ("Bank").

**WITNESSETH:**

WHEREAS, on the 12<sup>th</sup> day of April, 2006, Borrower executed a Master Promissory Note (the "Note") in the principal sum of ONE MILLION SIX HUNDRED FIFTEEN THOUSAND and NO/100 DOLLARS (\$1,615,000.00) payable to the order of Bank and secured by a Deed of Trust, Assignment of Rents and Security Agreement (of record at **Book 2451, Page 28**, in the Chancery Court Clerk's Office of DeSoto County, Mississippi) and Assignment of Leases and Rents (of record at **Book 113, Page 516**, in the Chancery Court Clerk's Office of DeSoto County, Mississippi) (collectively the "Security Documents") and subject to a Loan Agreement of even date therewith (the "Loan Agreement") (the foregoing Note and Security Documents are collectively referenced to as the "Loan Documents"); and

WHEREAS, the parties by means of this instrument desire to modify the terms of the Note and the Security Documents without, however, releasing or affecting the priority of the Bank's lien or security interest.

NOW, THEREFORE, FOR MUTUAL CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Current Note Balance. Borrower acknowledges the outstanding principal balance of the Note as of December 15, 2008 (the date of the initial Swap Agreements) was \$1,571,000.00.

2. Modification of Note. The following revisions are made to the Note:

a) The interest rate provision set out in the first paragraph of the Note is deleted and replaced with the following:

Interest shall accrue at a rate equal to the LIBOR Rate plus three and six tenths percent (3.6%) per annum.

The "LIBOR Rate" shall mean the London Interbank Offered Rate of interest for an interest period of one (1) month, which appears on Bloomberg page BBAM under the column heading "USD" on the day that is two London Business Days preceding each Interest Rate Change Date

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(the "Reset Date"). If the LIBOR Rate as defined above is not available or is not published for any Reset Date, then Lender shall, at its sole discretion, choose a substitute source for the LIBOR Rate, which LIBOR Rate plus the Margin shall become effective on the next Interest Rate Change Date. "London Business Day" shall mean any day on which commercial banks in London, England are open for general business (the "Index"). If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the LIBOR Rate (as hereinafter defined, adjusted and determined, without notice to Borrower, as of the date of this note and on the 16th day of each calendar month hereafter (the "Interest Rate Change Date"). Lender will tell Borrower the current Index rate upon Borrower's request. Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law.

b) The section entitled "Prepayments" is deleted and replaced with the following:

"The entire unpaid principal balance of this Note may be prepaid in whole at any time; provided, however, that if an interest rate swap (including, without limitation, that transaction between Borrower and Bank under that Master Agreement dated as of January 16, 2009) has been entered into in connection with this Note, any full or partial prepayments of principal amounts due under this Note may require termination or adjustment of the Interest Rate Swap and may result in a payment due from Borrower per the terms and conditions of such interest rate swap documents or agreement. "

c) The section titled "Payment Schedule" is deleted and replaced with the following:

Payment Schedule. Said principal and the accrued interest thereon are payable in the following manner, to-wit:

(i) Accrued interest shall be due and payable commencing on February 16, 2009, and continuing thereafter on the same day of each consecutive month until and including January 16, 2019;

(ii) Principal reduction payments in the amounts listed on attached Schedule A shall be made on the sixteenth (16<sup>th</sup>) day of each month beginning February 16, 2009, and on the same day of each month thereafter through and including January 16, 2019 ("Maturity") at which time the entire outstanding principal balance and accrued interest under the Note shall be due and payable in full.

3. Modification of Security Documents and Loan Agreement. The Security Documents and Loan Agreement are hereby modified to reflect the revisions to the Note set out therein.

4. Borrower has simultaneously entered into an interest rate swap agreement as evidenced by ISDA Master Agreement (and related schedules) and other related documents (collectively the "Swap Agreements"). The following is hereby inserted in the Security Documents:

In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor or borrower to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as a guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

The foregoing shall specifically include any of the following: an interest rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option (swaption), foreign exchange transaction, interest rate cap transaction, interest rate floor transaction, interest rate collar transaction, currency swap transaction, currency option or any other similar transaction

5. Reaffirmation of Obligations. All terms and provisions of the Note and Security Documents, not herein specifically modified or amended, shall remain in full force and effect and are hereby reaffirmed by the parties hereto. Nothing contained herein shall be construed as a novation of the indebtedness evidenced by the Note.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

**BANK:**

**SUNTRUST BANK,**  
a Georgia banking corporation

By: Michael Pagliari  
Title: Client Advisor, A.V.P.

**BORROWER:**

**WOLF RIVER REALTY, LLC,**  
a Tennessee limited liability company

By: [Signature]  
Title: CHIEF MANAGER AND PRESIDENT

STATE OF TENNESSEE  
COUNTY OF SHELBY

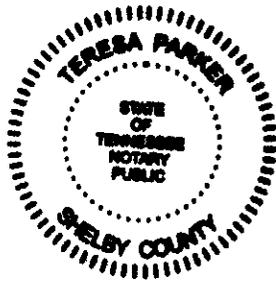
Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Michael Pagliari, with whom I am personally acquainted, and who upon oath acknowledged him self to be the Client Advisor AVP of SUNTRUST BANK, a Georgia banking corporation, the within named bargainor, and that he as such Client Advisor AVP being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Client Advisor AVP.

WITNESS MY HAND and Notarial Seal at office this 16<sup>th</sup> day of January, 2009.

Teresa Parker  
NOTARY PUBLIC

My Commission Expires:

1-26-2010



STATE OF TENNESSEE  
COUNTY OF SHELBY

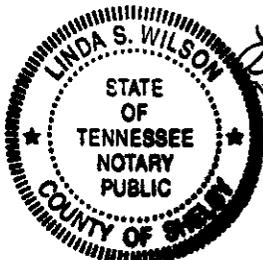
Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared JOHN R. ADAMS, JR., with whom I am personally acquainted, and who upon oath acknowledged him self to be the CHIEF MANAGER AND PRESIDENT of WOLF RIVER REALTY, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such CHIEF MANAGER AND PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him self as CHIEF MANAGER AND PRESIDENT.

WITNESS MY HAND and Notarial Seal at office this 20<sup>th</sup> day of January, 2009.

Linda S. Wilson  
NOTARY PUBLIC

My Commission Expires:

11-09-2011



MY COMMISSION EXPIRES:  
11-09-2011

Schedule A

<b>Payment Date</b>	<b>Loan Principal Reduction</b>
February 16, 2009	\$2,619.27
March 16, 2009	\$2,633.89
April 16, 2009	\$2,648.61
May 16, 2009	\$2,663.38
June 16, 2009	\$2,678.26
July 16, 2009	\$2,693.22
August 16, 2009	\$2,708.25
September 16, 2009	\$2,723.37
October 16, 2009	\$2,738.57
November 16, 2009	\$2,753.87
December 16, 2009	\$2,769.24
January 16, 2010	\$2,784.71
February 16, 2010	\$2,800.25
March 16, 2010	\$2,815.88
April 16, 2010	\$2,831.61
May 16, 2010	\$2,847.42
June 16, 2010	\$2,863.32
July 16, 2010	\$2,879.30
August 16, 2010	\$2,895.38
September 16, 2010	\$2,911.55
October 16, 2010	\$2,927.80
November 16, 2010	\$2,944.15
December 16, 2010	\$2,960.58
January 16, 2011	\$2,977.12
February 16, 2011	\$2,993.74
March 16, 2011	\$3,010.45
April 16, 2011	\$3,027.26
May 16, 2011	\$3,044.17
June 16, 2011	\$3,061.16
July 16, 2011	\$3,078.25
August 16, 2011	\$3,095.44
September 16, 2011	\$3,112.72
October 16, 2011	\$3,130.11
November 16, 2011	\$3,147.57
December 16, 2011	\$3,165.16
January 16, 2012	\$3,182.82
February 16, 2012	\$3,200.60
March 16, 2012	\$3,218.46
April 16, 2012	\$3,236.43
May 16, 2012	\$3,254.51

	<b>Loan</b>
<b>Payment</b>	<b>Principal</b>
<b>Date</b>	<b>Reduction</b>
June 16, 2012	\$3,272.68
July 16, 2012	\$3,290.94
August 16, 2012	\$3,309.33
September 16, 2012	\$3,327.80
October 16, 2012	\$3,346.38
November 16, 2012	\$3,365.06
December 16, 2012	\$3,383.85
January 16, 2013	\$3,402.75
February 16, 2013	\$3,421.74
March 16, 2013	\$3,440.85
April 16, 2013	\$3,460.06
May 16, 2013	\$3,479.38
June 16, 2013	\$3,498.80
July 16, 2013	\$3,518.34
August 16, 2013	\$3,537.99
September 16, 2013	\$3,557.74
October 16, 2013	\$3,577.60
November 16, 2013	\$3,597.58
December 16, 2013	\$3,617.66
January 16, 2014	\$3,637.86
February 16, 2014	\$3,658.18
March 16, 2014	\$3,678.59
April 16, 2014	\$3,699.14
May 16, 2014	\$3,719.79
June 16, 2014	\$3,740.56
July 16, 2014	\$3,761.45
August 16, 2014	\$3,782.44
September 16, 2014	\$3,803.57
October 16, 2014	\$3,824.80
November 16, 2014	\$3,846.15
December 16, 2014	\$3,867.63
January 16, 2015	\$3,889.23
February 16, 2015	\$3,910.94
March 16, 2015	\$3,932.77
April 16, 2015	\$3,954.74
May 16, 2015	\$3,976.81
June 16, 2015	\$3,999.02
July 16, 2015	\$4,021.35
August 16, 2015	\$4,043.79
September 16, 2015	\$4,066.38
October 16, 2015	\$4,089.08
November 16, 2015	\$4,111.91
December 16, 2015	\$4,134.87

	<b>Loan</b>
<b>Payment</b>	<b>Principal</b>
<b>Date</b>	<b>Reduction</b>
January 16, 2016	\$4,157.96
February 16, 2016	\$4,181.17
March 16, 2016	\$4,204.51
April 16, 2016	\$4,227.99
May 16, 2016	\$4,251.60
June 16, 2016	\$4,275.34
July 16, 2016	\$4,299.20
August 16, 2016	\$4,323.21
September 16, 2016	\$4,347.35
October 16, 2016	\$4,371.62
November 16, 2016	\$4,396.03
December 16, 2016	\$4,420.57
January 16, 2017	\$4,445.26
February 16, 2017	\$4,470.07
March 16, 2017	\$4,495.03
April 16, 2017	\$4,520.13
May 16, 2017	\$4,545.37
June 16, 2017	\$4,570.74
July 16, 2017	\$4,596.27
August 16, 2017	\$4,621.93
September 16, 2017	\$4,647.73
October 16, 2017	\$4,673.68
November 16, 2017	\$4,699.78
December 16, 2017	\$4,726.02
January 16, 2018	\$4,752.40
February 16, 2018	\$4,778.94
March 16, 2018	\$4,805.62
April 16, 2018	\$4,832.46
May 16, 2018	\$4,859.43
June 16, 2018	\$4,886.57
July 16, 2018	\$4,913.85
August 16, 2018	\$4,941.28
September 16, 2018	\$4,968.88
October 16, 2018	\$4,996.61
November 16, 2018	\$5,024.52
December 16, 2018	\$5,052.57
January 16, 2019	\$1,130,132.88