

Prepared by and Return to:
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 100
Memphis, Tennessee 38119
(901) 685-1322

2/23/09 11:15:44
BK 2,997 PG 96
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**FOURTH AMENDMENT
TO
REVOLVING CREDIT DEED OF TRUST
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

This Fourth Amendment to Revolving Credit Deed of Trust, Assignment of Rents and Security Agreement ("Fourth Amendment") is entered into as of the 20th day of February, 2009, by and between DUNAVANT ENTERPRISES, INC., a Tennessee corporation ("Trustor") and SUNTRUST BANK ("Beneficiary").

RECITALS:

WHEREAS, Trustor executed that certain Revolving Credit Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust"), dated November 19, 2004, and conveying to Southland Associates, Inc., a North Carolina corporation, as Trustee for the benefit of National Bank of Commerce (Beneficiary's predecessor) certain real property located in DeSoto County, Mississippi, as more particularly described in the Deed of Trust, which was recorded in Book 2,113, Pages 734-758 in the Chancery Clerk's Office of DeSoto County, Mississippi; and

WHEREAS, the Deed of Trust is a part of the collateral security for that certain Revolving Master Note (the "Note") dated November 19, 2004, in the principal amount not to exceed \$20,000,000.00, executed by Trustor and payable to the order of Beneficiary; and

WHEREAS, as of the 15th day of April, 2005, the Note was amended by that certain First Amendment to Revolving Master Note, by and between Trustor and Beneficiary to increase the

principal amount available under the Note by \$5,000,000 to an aggregate principal amount of \$25,000,000; and

WHEREAS, as of the 15th day of April, 2005, Trustor and Beneficiary executed that certain First Amendment to Revolving Credit Deed of Trust, Assignment of Rents and Security Agreement which amended the Deed of Trust to reflect the increase in the principal amount of the Note, which First Amendment was recorded in said Chancery Clerk's Office in Book 2200, Pages 412-415; and

WHEREAS, as of the 7th day of March, 2006, Trustor and Beneficiary executed that certain Second Amendment to Revolving Master Note which extended the maturity of the Note; and

WHEREAS, as of the 30th day of November, 2006, Trustor and Beneficiary executed that certain Third Amendment to Revolving Master Note which further extended the maturity of the Note; and

WHEREAS, as of the 12th day of December, 2007, Trustor and Beneficiary executed that certain Fourth Amendment to Revolving Master Note to further increase the principal amount available under the Note by \$5,000,000.00 to an aggregate principal amount of \$30,000,000.00 and to extend the maturity of the Note; and

WHEREAS, as of the 12th day of December, 2007, Trustor and Beneficiary executed that certain Second Amendment to Revolving Credit Deed of Trust, Assignment of Rents and Security Agreement which amended the Deed of Trust to reflect the increase in the principal amount of the Note, which Second Amendment was recorded in said Chancery Clerk's Office in Book 2831, Page 643; and

WHEREAS, as of the 31st day of March, 2008, Trustor and Beneficiary executed that certain Fifth Amendment to Revolving Master Note which further increased the principal amount available under the Note by \$6,000,000.00 to an aggregate principal amount of \$36,000,000.00; and

WHEREAS, as of the 31st day of March, 2008, Trustor and Beneficiary executed that certain Third Amendment to Revolving Credit Deed of Trust, Assignment of Rents and Security Agreement which amended the Deed of Trust to reflect the increase in the principal amount of the Note, which Third Amendment was recorded in said Chancery Clerk's Office in Book 2,882, Page 73; and

WHEREAS, the Note has been further amended by that certain Sixth Amendment to Revolving Master Note, dated of even date herewith, by and between Trustor and Beneficiary to (i) reduce the principal amount of the Note to \$32,167,561.29, (ii) remove the revolving credit feature of the Note to provide that Beneficiary shall make no further advances under the Note, and (iii) extend the maturity of the Note; and

WHEREAS, Trustor and Beneficiary by means of this instrument desire to amend the Deed of Trust to reflect the said modifications to the Note and to extend the lien of the Deed of Trust, without, however, releasing or affecting the priority of the Deed of Trust.

NOW, THEREFORE, for mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments to Note. The Deed of Trust is hereby amended to reflect the changes in the Note to (i) reduce the principal amount of the Note to \$32,167,561.29, and (ii) remove the revolving credit feature of the Note to provide that Beneficiary shall make no further advances under the Note.

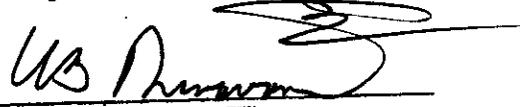
2. Extension of Deed of Trust. The lien of the Deed of Trust is hereby extended to reflect a maturity of July 31, 2010. All references in the Deed of Trust to the Note or the indebtedness secured thereby shall henceforth be deemed to refer to the Note as herein extended.

3. Reaffirmation of Obligations. All terms and provisions of the Deed of Trust not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by the parties hereto. The execution and delivery of this Fourth Amendment does not constitute payment, cancellation, satisfaction, discharge, release, extinguishment or novation of the principal indebtedness evidenced by the Note.

4. Counterpart Signatures. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

DUNAVANT ENTERPRISES, INC,
a Tennessee corporation

By: 
William B. Dunavant, III,
President

SUNTRUST BANK

By: _____

Title: _____

2. Extension of Deed of Trust. The lien of the Deed of Trust is hereby extended to reflect a maturity of July 31, 2010. All references in the Deed of Trust to the Note or the indebtedness secured thereby shall henceforth be deemed to refer to the Note as herein extended.

3. Reaffirmation of Obligations. All terms and provisions of the Deed of Trust not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by the parties hereto. The execution and delivery of this Fourth Amendment does not constitute payment, cancellation, satisfaction, discharge, release, extinguishment or novation of the principal indebtedness evidenced by the Note.

4. Counterpart Signatures. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

DUNAVANT ENTERPRISES, INC,
a Tennessee corporation

By: _____
William B. Dunavant, III,
President

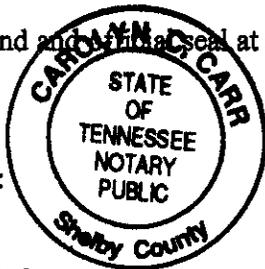
SUNTRUST BANK

By: Amanda Parks
Title: SVP

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared WILLIAM B. DUNAVANT, III, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of DUNAVANT ENTERPRISES, INC., a Tennessee corporation, the within named bargainor, and that he as such President, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at office this 19th day of February, 2009.



Carolyn C. Carr
NOTARY PUBLIC

My Commission Expires: _____

My Comm. Exp. 3-18-2009

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledged himself/herself to be the _____ of SUNTRUST BANK, the within named bargainor, a Georgia banking corporation and that he/she as such _____, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the Bank by himself/herself as such _____.

WITNESS my hand and official seal at office this ___ day of February, 2009.

NOTARY PUBLIC

My Commission Expires: _____

TRUSTOR'S PHONE NUMBER:
(901) 379-1500

BENEFICIARY'S PHONE NUMBER:
(901) 757-4875

STATE OF _____
COUNTY OF _____

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared WILLIAM B. DUNAVANT, III, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of DUNAVANT ENTERPRISES, INC., a Tennessee corporation, the within named bargainer, and that he as such President, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at office this ____ day of February, 2009.

NOTARY PUBLIC

My Commission Expires:

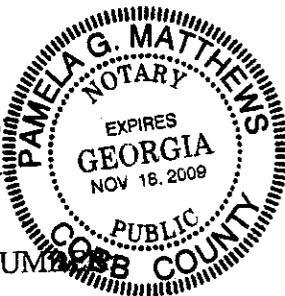
STATE OF GA
COUNTY OF Fulton

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Amanda Barbs, with whom I am personally acquainted and who, upon oath, acknowledged himself/herself to be the SVP of SUNTRUST BANK, the within named bargainer, a Georgia banking corporation and that he/she as such SVP, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the Bank by himself/herself as such SVP.

WITNESS my hand and official seal at office this 10th day of February, 2009.

Pamela G. Matthews
NOTARY PUBLIC

My Commission Expires
Nov. 18, 2009



TRUSTOR'S PHONE NUMBER:
(901) 379-1500

BENEFICIARY'S PHONE NUMBER:
(901) 757-4875