

8/13/10 2:27:10
DK T BK 3,199 P6 587
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Independent Bank
Private Banking
5050 Poplar Avenue
Suite 110
Memphis, TN 38157

WHEN RECORDED MAIL TO:

Independent Bank
5050 Poplar Avenue STE 110
Memphis, TN 38157

SEND TAX NOTICES TO:

RGT FOODS, INC.
6389 N QUAIL HOLLOW RD, STE 101
MEMPHIS, TN 38120

OWNER:

RGT FOODS, INC.
6389 N QUAIL HOLLOW RD, STE 101
MEMPHIS, TN 38120

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: *Independent Bank*
Address: *5050 Poplar Ave. Ste 110*
City, State, ZIP: *Memphis, TN 38157*
NA

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0.00

THIS MODIFICATION OF DEED OF TRUST dated August 9, 2010, is made and executed between RGT FOODS, INC., whose address is 6389 N QUAIL HOLLOW RD, STE 101, MEMPHIS, TN 38120 ("Grantor") and Independent Bank, whose address is Private Banking, 5050 Poplar Avenue, Suite 110, Memphis, TN 38157 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 28, 2008 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

Recording Date 08/28/2008, office of DeSoto County, Book 2943, Page 135.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3910 GOODMAN ROAD, SOUTHAVEN, MS 38672.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The Original Principal Indebtedness of the Note is hereby decreased from \$1,200,000.00 to \$1,120,000.00 (the "Decreased Principal Indebtedness") so that the Borrower is now indebted to the Bank in the principal amount of \$1,120,000.00. The maturity date of the Note is hereby extended so that the entire balance of the Decreased Principal Indebtedness, together with accrued interest thereon, shall be due and payable on August 1, 2015.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents

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**MODIFICATION OF DEED OF TRUST
(Continued)**

to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 9, 2010.

GRANTOR:

RGT FOODS, INC.

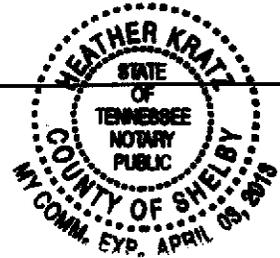
By: *[Signature]*
SEAN A. TUOHY, President of RGT FOODS, INC.

LENDER:

INDEPENDENT BANK

[Signature]
Linda Barnes, Senior Vice President

CORPORATE ACKNOWLEDGMENT



STATE OF Tennessee)
) SS
COUNTY OF Shelby)

Before me, Heather Kratz, a Notary Public in and for the State and County aforesaid, personally appeared **SEAN A. TUOHY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the **President of RGT FOODS, INC.**, the within-named bargainer, a corporation, and that he or she as such **President of RGT FOODS, INC.**, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such **President of RGT FOODS, INC.**

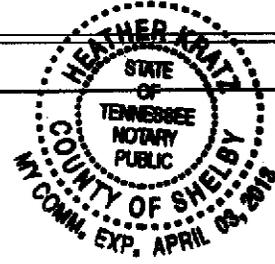
WITNESS my hand and seal at office, on the 9th day of August, 20 10

My Commission Expires: 4/3/13

[Signature]
Notary Public

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT



STATE OF Tennessee)
) SS
COUNTY OF Shelby)

Before me, Heather Kratz, a Notary Public in and for the State and County aforesaid, personally appeared Linda Barnes with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the **Senior Vice President of Independent Bank**, the within-named bargainer, a corporation, and that he or she as such **Senior Vice President**, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such **Senior Vice President**.

WITNESS my hand and seal at office, on the 9th day of August, 2010

My Commission Expires: 4/3/2013

Heather Kratz
Notary Public

EXHIBIT A

Description of Real Property

A Tract of land situated in the Southeast Quarter of Section 27, Township 1 South, Range 7 West, all in Southaven, DeSoto County, Mississippi and being more particularly described as:

Commencing at a found concrete right of way monument at the present intersection of the Northerly right of way line of Mississippi State Highway Number 302, also known as Goodman road (public, paved road – width varies) and the westerly right of way line of Malone Road (public, paved road – width varies), said rights of way as conveyed to the Mississippi Highway Commission and described in Book 282 – Page 536, said point of beginning being 66 feet west of and 150 feet north of, the paper located southeast corner of said Section 27 (corner not recovered), said point of commencement having Mississippi State Plane coordinates of Northing 1,987,803.1203 feet and Easting 240,4200,858.4503 (see coordinate and bearing note below); thence along the said Northerly right of way line of Mississippi State Highway Number 302 the following bearings and distances: South 89 degrees 14 minutes 02 seconds West – 197.58 feet to a found concrete right of way monument; thence North 88 degrees 20 minutes 33 seconds West – 163.81 feet to the true point of beginning of this description, said point of beginning as evidenced by a found half inch pipe; said point of beginning having Mississippi State Plane coordinates of Northing 1,987,806,1203 feet and Easting 2,420,308.1827 feet (see coordinate and bearing note below); thence North 88 degrees 20 minutes 33 seconds West (continuing along said Northerly right of way line of Mississippi State Highway Number 302) a distance of 146.09 feet to a set half inch pipe exterior corner of proposed Lot 1 of said Shops of Southaven Subdivision; thence along the exterior lines of said Lot 1 the following bearings and distances: North 00 degrees 03 minutes 00 seconds East – 40.03 feet to a set half inch pipe at an angle point; thence South 89 degrees 50 minutes 08 seconds West – 9.20 feet to a set half inch pipe at an angle point; thence North 00 degrees 03 minutes 00 seconds East – 181.67 feet to a found half inch pipe at an angle point; thence North 89 degrees 59 minutes 26 seconds East – 155.23 feet to a found half inch pipe at the Northwest corner of proposed Lot 4 of said Shops of Southaven Subdivision; thence South 00 degrees 03 minutes 00 seconds West along the Westerly line of said Lot 4 a distance of 225.92 feet to the point of beginning.