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NA

9/29/10 2:21:42
DK T BK 3,219 PG 422
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LOAN EXTENSION AGREEMENT

This Agreement, made and entered into the 1st day of July, 2010 by and between **Financial Federal Savings Bank**, "Lender," and **TPR, LLC**, a Mississippi limited liability company, Germantown, Tennessee, hereinafter referred to as "Borrower;"

WITNESSETH:

WHEREAS, by Deed of Trust (the "Trust Deed") bearing date of July 28, 2005, and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book 2274, Page 458, re-recorded in Book 2279, Page 748, Borrower conveyed to John W. Montesi, Jr., as Trustee, certain real property located in Desoto County, Mississippi (reference being hereby made to the Trust Deed for a more particular description of said real estate) for the purpose of securing the payment of an indebtedness to Financial Federal in the principal amount of Two Million Seven Hundred Sixty Thousand and NO/100 Dollars (\$2,760,000.00), said indebtedness being evidenced by a Promissory Note dated July 25, 2008 (the "Note"), executed by Borrower in favor of Financial Federal, all as described in said Trust Deed; and,

WHEREAS, the Borrower has requested Financial Federal to modify the maturity date of said promissory note to December 31, 2010, and Financial Federal has agreed to said modification for the consideration hereinafter set forth; and,

WHEREAS, it is hereby acknowledged that there is due and unpaid upon said indebtedness the principal sum of \$1,456,080.06;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties do hereby agree as follows:

1. The principal sum remaining unpaid, together with all accrued and unpaid interest, shall be due and payable on December 31, 2010.
2. The interest rate shall be the Prime Rate as published in the *Wall Street Journal* calculated as set out in the Promissory Note but in no event shall the rate be less than three and one-quarter (3.25%) per annum.
3. Borrower shall pay the costs to record this Agreement.
4. The Lender agrees to make a notation on the Note of the modification set forth in this Agreement.

5. The lien of the Trust Deed is hereby so extended that the lien of the Trust Deed shall not be barred by any applicable statute of limitations for a period of ten (10) years from the date of maturity of the note, as herein extended, unless the principal and accrued interest of the Note is paid in full.

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6. The Borrower promises to pay the Note as modified by a Loan Modification Agreement executed simultaneously herewith; to pay any and all present and future indebtedness secured by the Trust Deed; to keep and perform all the covenants, terms and conditions contained in the Trust Deed and the Note (as modified) and/or in all instruments now or hereafter evidencing or securing the indebtedness evidenced hereby or secured by the Trust Deed, in default of any of which the holder of the Note, at its option, may declare the indebtedness evidenced thereby accelerated and matured for all purposes, and may proceed to foreclose the Trust Deed or to exercise, at its option, any right or privilege granted in the Trust Deed or in the Note, or by law.

7. The terms, covenants, conditions and lien of the Trust Deed and of the Note and of all instruments evidencing or securing the indebtedness, will remain in full force and effect.

8. Terry E. Pagliari, Terry A. Dan, William Q. Perry, Bruce C. Taylor, Paul T. Ryan and Clyde Patton, Jr., guarantors of the original indebtedness, join herein for the purpose acknowledging the change of the maturity date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

TPR, LLC

BY: Clyde Patton, Jr.
Clyde Patton, Jr., Chief Manager

Guarantor - Terry E. Pagliari

Bruce C. Taylor
Guarantor - Bruce C. Taylor

Guarantor - Terry A. Dan

Paul T. Ryan
Guarantor - Paul T. Ryan

Guarantor - William Q. Perry

Clyde Patton, Jr.
Guarantor - Clyde Patton, Jr.

FINANCIAL FEDERAL SAVINGS BANK

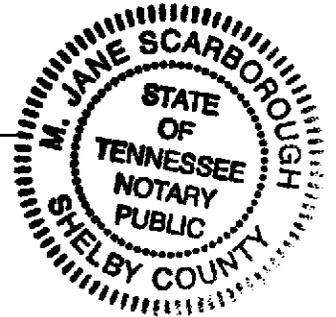
BY: _____
William R. Tayloe, President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, undersigned, a Notary Public, of the State and County aforesaid, personally appeared **Clyde Patton, Jr.**, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Manager of TPR, LLC, the within named bargainor, a Mississippi limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager and he further acknowledged that he executed said instrument as his free act and deed.

WITNESS my hand and Notarial Seal, at office in said County and State this 27th day of July 2010.

M. Jane Scarborough
Notary Public



My commission expires: 4-26-11

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ___ day of _____, 2010, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Terry E. Pagliari**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this ___ day of _____, 2010.

Notary Public

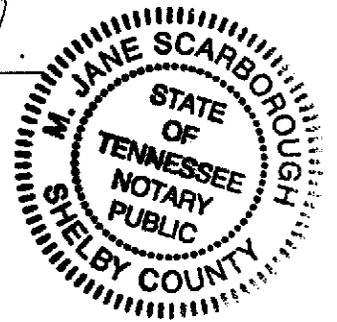
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ____ day of _____, 2010, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Bruce C. Taylor**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 27th day of July, 2010.

M. Jane Scarborough
Notary Public



My Commission Expires: 4-26-11

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ____ day of _____, 2010, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Terry A. Dan**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this __ day of _____, 2010.

Notary Public

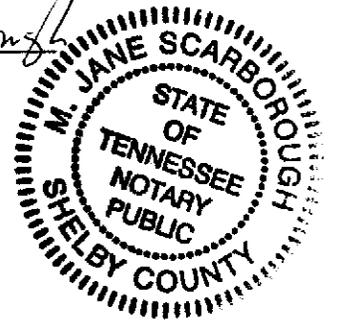
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ____ day of _____, 2010, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Paul T. Ryan**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 27th day of July, 2010.

M. Jane Scarborough
Notary Public



My Commission Expires: 4-26-11

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ____ day of _____, 2010, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **William Q. Perry**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this __ day of _____, 2010.

Notary Public

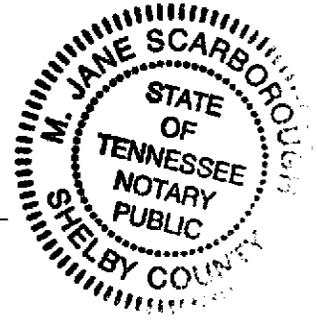
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ____ day of _____, 2010, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Clyde Patton, Jr.**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 27th day of July, 2010.

M. Jane Scarborough
Notary Public



My Commission Expires: 4-26-11

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **William R. Tayloe**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Financial Federal Savings Bank, the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

State Tax	\$
Register Fee	\$ <u>2.00</u>
Recording Fee	\$ <u>20.00</u>
Total	\$ <u>22.00</u>

FFSB Builder Loan Ext (MS) (Special)

FFSB Builder Loan Ext (MS) (Special)