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\* File Number: 2010111873  
Prepared by and return to:  
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Southaven, MS 38672  
(662) 393-4450

### MODIFICATION AGREEMENT

**THIS MODIFICATION AND EXTENSION AGREEMENT** made and entered into as of the 17<sup>th</sup> day of September, 2010, by and between GREENMARK-HILL, LLC ("Borrower"); and      FINANCIAL FEDERAL SAVINGS BANK ("Bank").

#### Recitals of Fact:

**WHEREAS**, Borrower executed that certain Promissory Note dated September 17, 2007, in the original principal sum of Two Million and No/100 Dollars (\$2,000,000.00) ("Note") payable to Bank, or its order, secured by a Deed of Trust of even date therewith ("Deed of Trust"), which Deed of Trust describes certain real property ("Property") located in DeSoto County, Mississippi, as more particularly described in said Deed of Trust of record in Book 2793, Page 48, in the office of the Chancery Clerk of DeSoto County, Mississippi;

**WHEREAS**, Borrower is the owner of the Property and is the Borrower under the Note and Deed of Trust;

**WHEREAS**, Bank is the legal owner and holder of the Note; and

**WHEREAS**, the parties hereto by means of this instrument desire to modify the Deed of Trust, as hereinafter provided, without, however, releasing or affecting the lien and priority of the Deed of Trust.

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

1. The interest rate is hereby modified to six (6) percent per annum fixed and payable monthly, effective November 1, 2010. Furthermore, Borrower will pre-pay the interest by depositing with Financial Federal Savings Bank twelve (12) months of said interest each September beginning September 1, 2010.
2. In addition to interest payments, Borrower will make a principal reduction in the amount of \$75,000.00, due and payable each September, beginning September 1, 2011.
3. The maturity date is hereby extended to September 17, 2015.
4. In consideration of the modification and extension herein granted, the Borrower to pay said indebtedness and the interest thereon, as above set out, and to keep and perform all the covenants, terms, and conditions contained in the Deed of Trust and in all other loan documents, in default of any of which Bank may, at its option, immediately or (if the said Note or other loan documents provide for a period of cure) following the expiration of any applicable cure period which no cure of such default having been effected, thereupon declare said indebtedness accelerated and matured for all purposes and may proceed to foreclose said Deed of Trust, it being expressly understood and agreed that the Note shall continue as evidence of said indebtedness until the same is paid, and that the lien of the Deed of Trust shall be in no manner whatsoever affected by the execution of this instrument, except as the same is modified and extended herein.
5. A release of the Deed of Trust shall also be and constitute a release of this Modification and Extension Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**BANK:** FINANCIAL FEDERAL  
SAVINGS BANK

By: \_\_\_\_\_

  
Steve A. Sutton  
Executive Vice President

STATE OF Mississippi  
COUNTY OF DeSoto

Before me personally appeared James Rasberry with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and acknowledged himself to be the General Manager/Member of GREENMARK-HILL, LLC and that he as such being duly authorized so to do, executed the foregoing instrument for the purpose therein contained .

WITNESS MY HAND AND OFFICIAL SEAL, at office this 3 day of December, 2010.

Luan F. Johnson  
Notary Public



STATE OF Mississippi  
COUNTY OF DeSoto

Before me personally appeared Laurence M. Bloch with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and he acknowledged he, executed the foregoing instrument for the purpose therein contained .

WITNESS MY HAND AND OFFICIAL SEAL, at office this 3 day of December, 2010.

Luan F. Johnson  
Notary Public

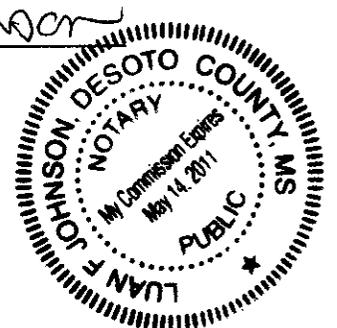


STATE OF Mississippi  
COUNTY OF DeSoto

Before me personally appeared James Rasberry with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and he acknowledged he executed the foregoing instrument for the purpose therein contained .

WITNESS MY HAND AND OFFICIAL SEAL, at office this 3 day of December, 2010.

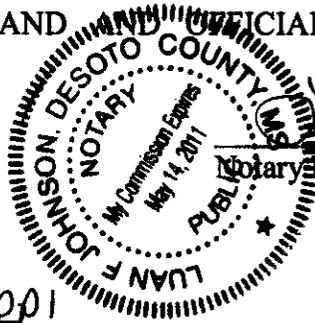
Luan F. Johnson  
Notary Public



STATE OF Mississippi  
COUNTY OF Desoto

Before me personally appeared Frank J. Cianciola with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and he acknowledged he executed the foregoing instrument for the purpose therein contained .

WITNESS MY HAND AND OFFICIAL SEAL, at office this 6 day of December, 2010.

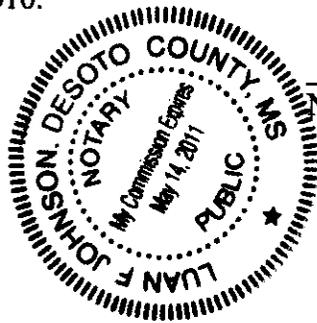


Luan F. Johnson  
Notary Public

STATE OF Mississippi  
COUNTY OF Desoto

Before me personally appeared Bradford Holliday with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and he acknowledged he executed the foregoing instrument for the purpose therein contained .

WITNESS MY HAND AND OFFICIAL SEAL, at office this 6 day of December, 2010.



Luan F. Johnson  
Notary Public

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BORROWER: GREENMARK-HILL, LLC

By: James Rasberry  
James Rasberry  
General Manager/Member

GUARANTORS:  
Laurence M. Bloch  
Laurence M. Bloch

James F. Rasberry  
James F. Rasberry

Frank J. Cianciola  
Frank J. Cianciola

Bradford Holliday  
Bradford Holliday

STATE OF Tennessee  
COUNTY OF Shelby

Before me personally appeared Steve A. Sutton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Executive Vice President of Financial Federal Savings Bank and that he as such officer being duly authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, at office this 7<sup>th</sup> day of December, 2010.

Mintie Lee Maley  
Notary Public

