

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Prepared by and return to:

James W. Doyle, Esq.
Winstead PC
1100 JPMorgan Chase Tower
600 Travis Street
Houston, Texas 77002
(713) 650-2718

In Compliance w/MS Law:
John M. Harral, MS Bar No. 3125
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
1300 25th Avenue, Ste. 204
Gulfport, MS 39501
(228) 575-3046

Indexing Instructions: Lots 3, 4 and 5, Property Commerce Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to the plat thereof, recorded in Plat Book 67 at Page 14 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and ingress, egress and parking easements described in the instrument recorded in Book 0355, Page 0179.

MODIFICATION AGREEMENT
(Extension Of Maturity Date)

This MODIFICATION AGREEMENT (this "Agreement") is executed as of the date of the acknowledgments below, but is to be effective as of October 6, 2011, by and between WHITNEY BANK, a Louisiana state chartered bank, the successor to Whitney National Bank, a national banking association ("Lender"), and HORN LAKE SHOPPING CENTER, LTD., a Texas limited partnership ("Grantor").

WITNESSETH:

WHEREAS, Lender made a loan ("Original Loan") to Borrower on January 6, 2006, in the maximum principal amount of SIX MILLION ONE HUNDRED THIRTY-EIGHT

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Holcomb Dunbar, P.O. Box 707, Oxford, MS 38655-0707

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THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$6,138,700.00), as increased pursuant to a loan (the "2010 Loan", together with the Original Loan, collectively, the "Loan") to Borrower on May 24, 2010, in the maximum principal amount of EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00); and

WHEREAS, Lender and Borrower executed that certain Loan Agreement dated January 6, 2006, pertaining to the Loan, and as amended and restated by that certain Amended and Restated Loan Agreement dated May 24, 2010 (collectively, as the same may have been heretofore amended, the "Loan Agreement"); and

WHEREAS, the Borrower executed and delivered to Lender (i) that certain Multiple Advance Term Promissory Note (as same may have been heretofore amended, the "Original Note") dated January 6, 2006, payable to the order of Lender in the amount of and evidencing the Original Loan, and (ii) that certain Multiple Advance Term Promissory Note (as same may have been heretofore amended, the "2010 Note", together with the Original Note, collectively, the "Note") dated May 24, 2010, payable to the order of Lender in the amount of and evidencing the 2010 Loan; and

WHEREAS, in connection with the 2010 Loan, Grantor executed and delivered that certain Deed of Trust (as same may have been heretofore amended, the "Deed of Trust") dated as of even date with the 2010 Note to Gary M. Olander, as trustee ("Trustee"), for the benefit of the Lender, recorded at Deed of Trust, Book 3, 227, Page 1 of the Official Records of Desoto County, Mississippi, covering, among other things, the real property described therein and on Exhibit "A" attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Deed of Trust ("Property"), to secure the payment of the Note and performance by Borrower of the other obligations set forth in the Loan Documents (as herein defined); and

WHEREAS, in connection with the 2010 Loan, Grantor executed and delivered to Lender that certain Assignment of Leases and Rents (as same may have been heretofore amended, the "Assignment") dated of even date with the 2010 Note, assigning to Lender all rents, leases, income, revenues, issues and profits which may arise from the operation or ownership of the Property, to secure the payment of the Note and performance by Borrower of the other obligations set forth in the Loan Documents; and

WHEREAS, the Borrower caused to be issued by First American Title Insurance Company ("Title Company") that certain Mortgagee Policy of Title Insurance ("Policy") No. 5011300-0104315e, dated October 12, 2010, in the amount of the 2010 Note, insuring the dignity and priority of the lien created and evidenced by the Deed of Trust and the Assignment; and

WHEREAS, the Borrower caused S. Jay Williams (the "Guarantor") to execute and deliver to Lender (i) that certain Guaranty (the "Original Guaranty") dated of even date with the Original Note and guaranteeing payment of the Original Note and all the other monetary obligations contained in the Loan Documents and performance by Borrower of the other obligations as set forth in the Loan Documents, and (ii) that certain Guaranty (the "2010 Guaranty", together with the Original Guaranty, collectively, the "Guaranty") dated of even date

with the 2010 Note, guaranteeing payment of the 2010 Note and all the other monetary obligations contained in the Loan Documents and performance by Borrower of the other obligations as set forth in the Loan Documents; and

WHEREAS, the Lender and Borrower now propose to modify certain of the terms and provisions of the Loan Agreement, the Assignment the Note, the Deed of Trust and the other related documents executed by Borrower or third parties pertaining to, evidencing or securing the Loan (collectively, the "Loan Documents").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. Controlling Document. In the event any terms and provisions in the Loan Documents that conflict with the terms and provisions hereof, the terms and provisions of this Agreement shall control.

2. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

3. Extension of Maturity. The Maturity Date of the Note is hereby extended to October 6, 2013, when the unpaid principal balance of the Note, together with all accrued but unpaid interest thereon, shall be due and payable. The Borrower hereby renews, but does not extinguish, the Note and the liens, security interests and assignments created and evidenced by the Deed of Trust and other Loan Documents, and in this regard all of the Loan Documents are hereby renewed and modified by extending the maturity date as set forth above. Borrower covenants to observe, comply with and perform each of the terms and provisions of the Loan Documents, as modified hereby.

4. Nothing Further Certificate. Contemporaneously with the execution and delivery hereof, Borrower shall cause the Title Company to issue a Nothing Further Certificate acceptable to Lender and dated as of a current date.

5. Title Insurance. Contemporaneously with the execution and delivery hereof, the Borrower shall cause the Title Company to issue with respect to the Policy, the standard R-11b Modification Endorsement or other endorsement acceptable to Lender, confirming that the Policy has not been reduced or terminated by virtue of the terms and provisions hereof.

6. Acknowledgment by Borrower. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower or any third party to Lender, as evidenced by the Loan Documents. Borrower hereby acknowledges, agrees and represents that (i) Borrower is indebted to Lender pursuant to the terms of the Note as modified hereby; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Loan Documents, and the other obligations created or evidenced by the Loan Documents; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of

Lender's acts or omissions with respect to the Property, the Loan Documents or Lender's performance under the Loan Documents or with respect to the Property; (v) the representations and warranties contained in the Loan Documents are true and correct representations and warranties of Borrower and third parties, as of the date hereof; and (vi) Lender is not in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Loan Documents. To the extent Borrower now has, or in the future possesses, any claims, offsets, defenses or counterclaims against Lender for the repayment of all or a portion of the Loan, whether known or unknown, fixed or contingent, the same are hereby forever irrevocably waived and released in their entirety.

7. No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or the other Loan Documents.

8. Pending Litigation. The Borrower represents it is not currently the defendant in any pending litigation, nor is it aware of any litigation threatened against it.

9. Interest Provisions.

(a) Savings Clause. It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the Note or the Related Indebtedness (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If the applicable law is ever judicially interpreted so as to render usurious any amount (i) contracted for, charged, taken, reserved or received pursuant to the Note, any of the other Loan Documents or any other communication or writing by or between Borrower and Lender related to the transaction or transactions that are the subject matter of the Loan Documents; (ii) contracted for, charged or received by reason of Lender's exercise of the option to accelerate the maturity of the Note and/or the Related Indebtedness; or (iii) Borrower will have paid or Lender will have received by reason of any voluntary prepayment by Borrower of the Note and/or the Related Indebtedness, then it is Borrower's and Lender's express intent that all amounts charged in excess of the Maximum Lawful Rate shall be automatically cancelled, ab initio, and all amounts in excess of the Maximum Lawful Rate theretofore collected by Lender shall be credited on the principal balance of the Note and/or the Related Indebtedness (or, if the Note and all Related Indebtedness have been or would thereby be paid in full, refunded to Borrower), and the provisions of the Note and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; provided, however, if the Note has been paid in full before the end of the stated term of the Note, then Borrower and Lender agree that Lender shall, with reasonable promptness after Lender discovers or is advised by Borrower that interest was received in an amount in excess of the Maximum Lawful Rate, either refund such

excess interest to Borrower and/or credit such excess interest against the Note and/or any Related Indebtedness then owing by Borrower to Lender. Borrower hereby agrees that as a condition precedent to any claim seeking usury penalties against Lender, Borrower will provide written notice to Lender, advising Lender in reasonable detail of the nature and amount of the violation, and Lender shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Borrower or crediting such excess interest against the Note and/or the Related Indebtedness then owing by Borrower to Lender. All sums contracted for, charged or received by Lender for the use, forbearance or detention of any debt evidenced by the Note and/or the Related Indebtedness shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of the Note and/or the Related Indebtedness (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of the Note and/or the Related Indebtedness does not exceed the Maximum Lawful Rate from time to time in effect and applicable to the Note and/or the Related Indebtedness for so long as debt is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to the Note and/or the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

(b) Definitions. As used herein, the term "Maximum Lawful Rate" shall mean the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Lender in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law), taking into account all Charges (as herein defined) made in connection with the transaction evidenced by the Note and the other Loan Documents. As used herein, the term "Charges" shall mean all fees, charges and/or any other things of value, if any, contracted for, charged, received, taken or reserved by Lender in connection with the transactions relating to the Note and the other Loan Documents, which are treated as interest under applicable law. As used herein, the term "Related Indebtedness" shall mean any and all debt paid or payable by Borrower to Lender pursuant to the Loan Documents or any other communication or writing by or between Borrower and Lender related to the transaction or transactions that are the subject matter of the Loan Documents, except such debt which has been paid or is payable by Borrower to Lender under the Note.

(c) Ceiling Election. To the extent that Lender is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Lawful Rate payable on the Note and/or the Related Indebtedness, Lender will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303, as amended. To the extent United States federal law permits Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, Lender will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Lawful Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, Lender

may, at its option and from time to time, utilize any other method of establishing the Maximum Lawful Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Borrower as provided by applicable law now or hereafter in effect.

10. Notices. All notices or other communications required or permitted to be given shall be given pursuant to the Deed of Trust.

11. Costs and Expenses. Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of the Title Company, and reasonable fees and expenses of legal counsel to Lender.

12. Additional Documentation. From time to time, Borrower shall execute or procure and deliver to Lender such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan Documents as shall be reasonably requested by Lender so as to evidence or effect the terms and provisions hereof. Upon Lender's request, Borrower shall cause to be delivered to Lender an opinion of counsel, satisfactory to Lender as to form, substance and rendering attorney, opining to (i) the validity and enforceability of this Agreement and the terms and provisions hereof, and any other agreement executed in connection with the transaction contemplated hereby, (ii) the authority of Borrower, and any constituents of Borrower, to execute, deliver and perform its or their respective obligations under the Loan Documents, as hereby modified, and (iii) such other matters as reasonably requested by Lender.

13. Effectiveness of the Loan Documents. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Loan Documents are hereby ratified and shall remain in full force and effect; provided, however, that any reference in any of the Loan Documents to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Loan Documents shall be deemed, from and after the date hereof, to refer to the Loan, the amount constituting the Loan, defined terms and to such other Loan Documents, as modified hereby.

14. GOVERNING LAW AND FORUM. THIS MODIFICATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN TEXAS PROVIDED, HOWEVER, THAT EITHER FEDERAL LAW OR, TO THE EXTENT FEDERAL LAW DOES NOT APPLY, THE LAW OF THE SITUS OF THE MORTGAGED PROPERTY SHALL BE APPLIED TO DETERMINE THE COMPLIANCE OF THE MORTGAGED PROPERTY WITH ENVIRONMENTAL LAWS. PROVIDED FURTHER, THAT THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED SHALL APPLY TO THE CREATION, PERFECTION, AND PRIORITY OF LIENS AND SECURITY INTERESTS AND TO ANY FORECLOSURE, TRUSTEE'S SALE, APPOINTMENT OF RECEIVER OR OTHER REMEDY WITH RESPECT TO THE MORTGAGED PROPERTY. ANY PROCEDURES PROVIDED HEREIN FOR SUCH REMEDIES SHALL BE MODIFIED BY AND REPLACED WITH, WHERE INCONSISTENT WITH OR REQUIRED BY, ANY

PROCEDURES OR REQUIREMENTS OF THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

EXCEPT FOR PROCEEDINGS TO FORECLOSE THE TRUST INDENTURE AND OTHER PROCEEDINGS WITH RESPECT TO THE MORTGAGED PROPERTY WHICH ARE REQUIRED BY LAW TO BE CONDUCTED IN THE STATE WHERE THE MORTGAGED PROPERTY IS LOCATED, ANY LEGAL ACTION TO INTERPRET OR ENFORCE ANY TERM OR CONDITION OF THIS TRUST INDENTURE SHALL BE BROUGHT AND MAINTAINED ONLY IN THE TEXAS STATE COURTS SITUATED IN THE CITY OF HOUSTON AND COUNTY OF HARRIS, TEXAS, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS SITUATED IN THE CITY OF HOUSTON AND COUNTY OF HARRIS, TEXAS. BY EXECUTING THIS TRUST INDENTURE, EACH PARTY HERETO EXPRESSLY (A) CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF SUCH TEXAS AND FEDERAL COURTS, (B) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT HARRIS COUNTY, TEXAS (AND WITH RESPECT TO GRANTOR, THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED) IS NOT A PROPER OR CONVENIENT VENUE OR FORUM, AND (C) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

15. Time. Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

16. Binding Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Borrower's rights, titles or interests in and to the Property or any rights, titles or interests in and to Borrower, except as expressly authorized in the Loan Documents; or (ii) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

17. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

18. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

19. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of

this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

20. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

21. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER DOCUMENTS, IF ANY, HEREIN REQUIRED TO BE EXECUTED REPRESENT THE FINAL AGREEMENT OR AGREEMENTS BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES HERETO.

22. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWER HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF.

[Signature page follows.]

EXECUTED as of the date first above written.

LENDER:

WHITNEY BANK,
a Louisiana state chartered bank

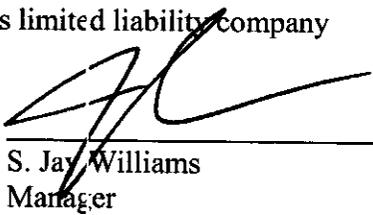
By: 

Lee A. Mitchell
Senior Vice President

GRANTOR:

HORN LAKE SHOPPING CENTER, LTD.,
a Texas limited partnership

By: its sole general partner,
HLSC, LLC,
a Texas limited liability company

By: 

S. Jay Williams
Manager

Date: November 28, 2011

SIGNATURE PAGE TO MODIFICATION AGREEMENT

EXHIBIT "A"

LAND DESCRIPTION

Lots 3, 4 and 5, Property Commerce Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to the plat thereof, recorded in Plat Book 67 at Page 14 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and ingress, egress and parking easements described in the instrument recorded in Book 0355, Page 0179.