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File Number: 2011112503
Prepared by and return to:
✱ Bridgforth & Buntin, PLLC
5293 Getwell Road
Southaven, MS 38672
(662) 393-4450

MODIFICATION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT made and entered into as of the 1st day of November, 2011, by and between GREENMARK-HILL, LLC ("Borrower"); LAURENCE M. BLOCH, JAMES M. RASBERRY, FRANK J. CIANCIOLA, and BRADFORD HOLLIDAY ("Guarantors"); 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, each of the Guarantors executed a Limited Guaranty Agreement to the Bank (the "Guaranties");

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WHEREAS, said Deed of Trust was modified by Modification Agreement made and entered into as of the 17th day of September, 2010, filed December 9, 2010, and recorded in **Book 3252, Page 613**, in said Clerk's office;

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 the holder of the Guaranties; and

WHEREAS, the parties hereto by means of this instrument desire to modify the Note, the Deed of Trust and the Guaranties, 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 in the Note is hereby modified to five (5) percent per annum fixed and payable monthly, effective November 1, 2011.
2. In lieu of the stated principal and interest payments, the Note is modified to provide that Principal and Interest monthly payments will be amortized over thirty (30) years at the rate of five (5) percent per annum fixed, payable in monthly installments of \$6,661.96, each, with the first of said monthly installments being due and payable December 1, 2011, and on the 1st day of each month thereafter, with the final monthly installment being due and payable November 1, 2016.
3. The maturity date is hereby extended to November 1, 2016.
4. Each of the Guaranties is modified to amend the provision of the Guaranties captioned "Limitation of Liability" to delete therefrom the \$500,000.00 figure and to substitute in lieu thereof the following:

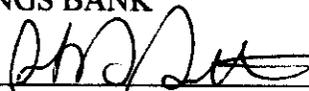
"Twenty-five (25) percent of the unpaid principal balance of the Note"
5. In consideration of the modification and extension herein granted, the Borrower agrees to pay said indebtedness and the interest thereon, as above set out, and to keep and perform all the covenants, terms, and conditions contained 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.

6. 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.

THIS DOCUMENT SIGNED IN COUNTERPART

BANK: FINANCIAL FEDERAL SAVINGS BANK

By: 
Steve A. Sutton
Executive Vice President

BORROWER: GREENMARK-HILL, LLC

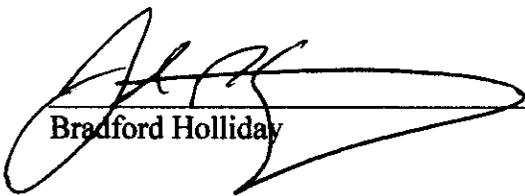
By: _____
James Rasberry
General Manager/Member

GUARANTORS:

Laurence M. Bloch

James M. Rasberry

Frank J. Cianciola

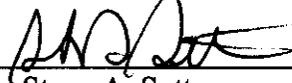

Bradford Holliday

6. A release of the Deed of Trust shall also be and constitute a release of this Modification and Extension Agreement.

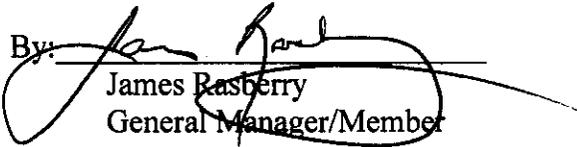
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

THIS DOCUMENT SIGNED IN COUNTERPART

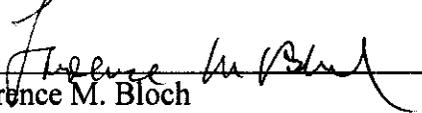
BANK: FINANCIAL FEDERAL SAVINGS BANK

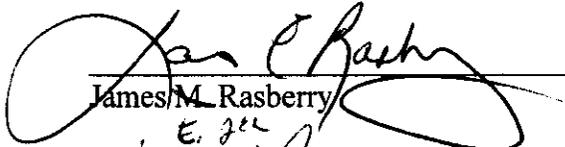
By: 
Steve A. Sutton
Executive Vice President

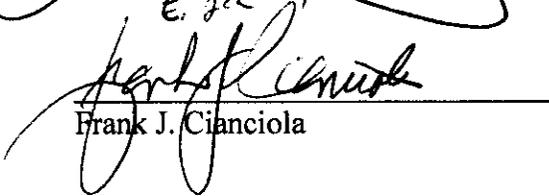
BORROWER: GREENMARK-HILL, LLC

By: 
James Rasberry
General Manager/Member

GUARANTORS:


Laurence M. Bloch


James M. Rasberry
E. J. J.


Frank J. Cianciola

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 3rd day of January, 2012

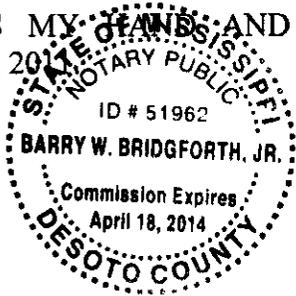


Ginny L. Johnson
Notary Public

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 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 22nd day of December, 2011

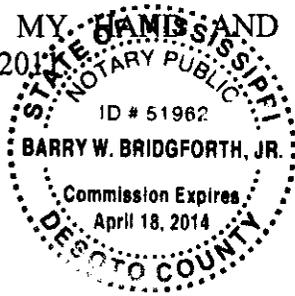


Barry W. Bridgforth, Jr.
Notary Public

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 22 day of December, 2011



Barry W. Bridgforth, Jr.
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 22 day of December, 2011.

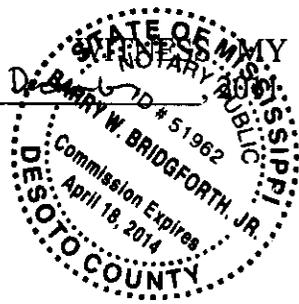


BW Bridgforth
Notary Public

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 22 day of December, 2011.



BW Bridgforth
Notary Public

STATE OF _____
COUNTY OF _____

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 _____ day of _____, 2011.

Notary Public

STATE OF _____
COUNTY OF _____

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 _____ day of _____, 2011.

Notary Public

STATE OF _____
COUNTY OF _____

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 _____ day of _____, 2011.

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVISON

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 23rd day of December, 2011.

Kyle C. Dennis
Notary Public

My Commission Expires 11/05/2014

