

Prepared by and Return to:
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Austin Law Firm, P.A.
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Southaven, MS 38672
662.890.7575
S03-12-0228

Grantor:
Ohmkisna Hospitality Group, LLC
7448 Craft Goodman Frontage Road
Olive Branch, MS 38654
Ph. 662-890-7491

Trustee:
Thomas Hudson
1068 Highland Colonial Parkway
Suite 200
Ridgeland, MS 39157
Ph. 601-898-4840

Beneficiary:
BankPlus
8990 Pigeon Roost Rd.
Olive Branch, MS 38654
Ph. 662-890-8101

Indexing Instructions: Lot 2, Patel's 2 Lot Commercial Subdivision located in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 101, Page 3 in the office of the Chancery Clerk of DeSoto County, Mississippi.

THIS INSTRUMENT MODIFIES AND EXTENDS THAT CERTAIN DEED OF TRUST RECORDED IN BOOK 2887, PAGE 226 AND THAT CERTAIN ASSIGNMENT OF RENTS RECORDED IN BOOK 125, PAGE 521 IN THE LAND RECORDS OF DESOTO COUNTY, MISSISSIPPI

MODIFICATION AND EXTENSION OF DEED OF TRUST, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS made and entered into on this the 10th day of September, 2012 by and between Ohmkisna Hospitality Group, LLC, (hereinafter referred to as "Grantor"); BankPlus, (referred to sometimes herein as "Lender" and sometimes as "Mortgagee"); and Thomas Hudson (referred to herein as "Trustee").

WITNESSETH:

WHEREAS, in connection with a Loan from Mortgagee to Grantor, Grantor did execute a Promissory Note dated September 10, 2012, in the principal amount of FOUR MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 69/100 Dollars (\$4,235,764.69), which Note bears interest at the rate of FIVE AND THREE-QUARTERS Percent (5.75%) per annum in favor of Mortgagee, with the full remaining balance of the principal sum with interest thereon maturing and being finally due and payable on SEPTEMBER 10, 2017; and

WHEREAS, said Promissory Note is secured by that certain Deed of Trust (which also constitutes a Security Agreement) and also an Assignment of Rents by and between Grantor and Mortgagee dated April 16, 2012, and filed of record in Book 2887 at page 226, of the Deed of Trust Records and Book 125, Page 521 of the land records of the Chancery Clerk of the Third Judicial District of DeSoto County, Mississippi, which Deed of Trust covers the real property described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the current principal balance of said Promissory Note is FOUR MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 69/100 Dollars (\$4,235,764.69); and

WHEREAS, Grantor is, and hereby warrants to be, the owner of the land described in Exhibit "A"; and

WHEREAS, the Parties have agreed to modify the terms of said Promissory Note and Deed of Trust to extend the maturity date to SEPTEMBER 10, 2017; and

WHEREAS, Mortgagee has agreed to modify said Promissory Note and Deed of Trust as provided in the Agreement between the parties and provided further that a security interest be granted by Grantor in and to all fixtures, equipment, and personal property, without limitation, and that appropriate UCC-1 Financing Statements are authorized by Grantor and by any Guarantors and filed with the Chancery Clerk of the Third Judicial District of Desoto County, Mississippi and the Secretary of State of Mississippi;

NOW, THEREFORE, for the consideration described above and in further consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Mortgagee hereby covenant and agree as follows:

I. The maturity date of said Promissory Note, Deed of Trust and Security Agreement is hereby extended to SEPTEMBER 10, 2017, at which time a payment of all unpaid principal and interest shall be due and payable.

II. Grantor does hereby grant to Mortgagee a security interest in and to all equipment, fixtures, furniture and other personal property located on the property. This security interest shall be in addition to the security interest granted by Grantor in and to the property described in the said Deed of Trust and Security Agreement recorded in Book 2887 at page 226 and Book 125, Page 521 as recorded in said Chancery Clerk's office. This Modification Agreement is intended as a security agreement under the Mississippi Uniform Commercial Code, and Grantor agrees to execute and deliver, from time to time, such further security instruments as may be requested by Mortgagee to confirm the lien of this agreement.

III. This Modification

Deed of Trust and Security Agreement is in no manner to be considered or construed as a novation of the indebtedness evidenced by said Promissory Note, and all terms and conditions of said Promissory Note and said Deed of Trust and Security Agreement recorded in Book 2887 at page 226 and Book 125, Page 521 as aforesaid, except as specifically modified herein, shall remain in full force and effect.

IV. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

V. Said Promissory Note and Deed of Trust and Security Agreement, as modified hereby, shall be construed according to the laws of the State of Mississippi.

VI. Nothing herein contained shall be construed to impair the security or first lien of Mortgagee nor to affect or impair any rights or powers which Mortgagee may have under said Promissory Note and Deed of Trust and Security Agreement for non-fulfillment of any of the terms of said Promissory Note and said Deed of Trust and Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Deed of Trust and Security Agreement the day and year first above written.

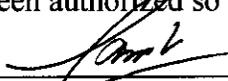
OHEMISNA HOSPITALITY GROUP, LLC
a Mississippi Limited Liability Company

By: 
Himanshu S. Patel, Member

By: 
Tejal P. Patel, Member

STATE OF ARIZONA
COUNTY OF MARICOPA

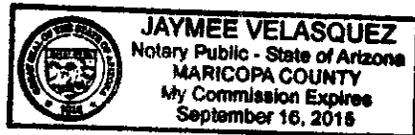
Personally appeared before me, the undersigned authority in and for said County and State, on this 25TH day of SEPTEMBER, 2012, within my jurisdiction, the within-named Himanshu S. Patel, who is Member of Ohmkisna Hospitality Group, LLC, and individually as Guarantor, who acknowledged that he executed the above and foregoing instrument for and on behalf of said entity and in his individual capacity after having been authorized so to do.



NOTARY PUBLIC

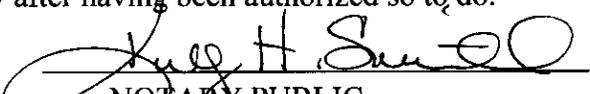
My Commission Expires:

SEPT. 16, 2015



STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, on this 25th day of SEPTEMBER, 2012, within my jurisdiction, the within-named Tejal P. Patel, who is Member of Ohmkisna Hospitality Group, LLC, and individually as Guarantor, who acknowledged that he executed the above and foregoing instrument for and on behalf of said entity and in his individual capacity after having been authorized so to do.



NOTARY PUBLIC

My Commission Expires:



EXHIBIT A

Lot 2, Patel's 2 Lot Commercial Subdivision located in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 101, Page 3 in the office of the Chancery Clerk of DeSoto County, Mississippi.