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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

FIRST AMENDMENT TO CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS

FROM

PTRK DEVELOPMENT, LLC, GRANTOR
P.O. BOX 16436
JACKSON, MS 39236
TELEPHONE: (601) 368-9950

TO

TRUSTMARK NATIONAL BANK, BENEFICIARY
248 EAST CAPITOL STREET
JACKSON, MS 39201
TELEPHONE: (601) 208-5111

Indexing Instructions:

Marginal Notation for Desoto County, MS: Book 2905, Page 200

This instrument was prepared by, and after
recording should be returned to:

P. David Andress
MS Bar No. 8911
P. O. Drawer 119
Jackson, MS 39205
Telephone: (601) 948-3101

**FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "First Amendment") is made and entered into as of the 31st day of July, 2012 by and among PTRK Development, LLC, whose address is P.O. Box 16436, Jackson, Mississippi 39236, hereinafter "Grantor," and Trustmark National Bank, whose address is 248 East Capitol Street, Jackson, MS 39201, hereinafter "Beneficiary."

WITNESSETH

WHEREAS, Grantor is indebted to Beneficiary in the sum of Ten Million Nine Hundred Ninety-Four Thousand Four Hundred Forty-Five and 15/100 Dollars (\$10,994,445.15) in lawful money of the United States (the "Loan"), and has agreed to pay the same, with interest thereon, according to the terms of a certain loan agreement, evidenced by certain promissory notes, with final payment due on or before July 31, 2011.

WHEREAS, Grantor executed a Construction Deed of Trust, Security Agreement and Assignment of Leases and Rents to Beneficiary dated May 27, 2008 which is recorded in Book 2905 at Page 200 in the land records in the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust") securing, inter alia, the amounts due under the Loan.

WHEREAS, the Deed of Trust secures all extensions, renewals and amendments of the promissory notes evidencing the Loan.

WHEREAS, the Grantor requested and the Beneficiary has agreed to an extension of the Loan, and the promissory notes evidencing the Loan have been replaced by an Amended Promissory Note dated July 31, 2012 in the principal amount of One Million Seven Hundred Five Thousand and No/100 Dollars (\$1,705,000.00) (the "\$1,705,000.00 Note") and an Amended Promissory Note dated July 31, 2012 in the principal amount of Nine Million Two Hundred Eighty-Nine Thousand Four Hundred Forty-Five and 15/100 Dollars (\$9,289,445.15) (the "\$9,289,445.15 Note") made by Grantor to the order of Beneficiary, with final payment of the \$1,705,000.00 Note, being due on or before July 31, 2014 and the final payment of the \$9,289,445.15 Note being due on or before July 31, 2014. The \$1,705,000.00 Note and the \$9,289,445.15 Note bear interest calculated at a variable rate.

WHEREAS, the Grantor and Beneficiary desire to amend the Deed of Trust to include the \$1,705,000.00 Note and the \$9,289,445.15 Note as specific obligations secured thereunder and to make other amendments to the Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Grantor and Beneficiary covenant and agree as follows:

1. The Deed of Trust secures the \$1,705,000.00 Note and the \$9,289,445.15 Note as the same may be amended, restated, renewed, extended, replaced or otherwise modified from time to time. All references in the Deed of Trust to the indebtedness and the definition of "Obligations" in the Deed of Trust are deemed to include, without limitation, the \$1,705,000.00 Note and the \$9,289,445.15 Note as the same may be amended, restated, renewed, extended, replaced or otherwise modified from time to time.

2. The second paragraph of the Deed of Trust beginning with "Grantor is indebted..." is deleted in its entirety and the following is inserted in lieu thereof:

Grantor is indebted to Beneficiary in the sum of Ten Million Nine Hundred Ninety-Four Thousand Four Hundred Forty-Five and 15/100 Dollars (\$10,994,445.15) in lawful money of the United States, and has agreed to pay the same, with interest thereon calculated at a variable rate, according to the terms of certain notes made by Grantor to the order of Beneficiary, including an Amended Promissory Note dated July 31, 2012 in the principal amount of One Million Seven Hundred Five Thousand and No/100 Dollars (\$1,705,000.00) with final payment being due on or before July 31, 2014 (the "\$1,705,000.00 Note") and an Amended Promissory Note dated July 31, 2012 in the principal amount of Nine Million Two Hundred Eighty-Nine Thousand Four Hundred Forty-Five and 15/100 Dollars (\$9,289,445.15) with final payment being due on or before July 31, 2014 (the "\$9,289,445.15 Note"). "Note" means, collectively, the \$1,705,000.00 Note and the \$9,289,445.15 Note as the same may be amended, restated, renewed, extended, replaced or otherwise modified from time to time.

3. The Deed of Trust, as herein amended, remains in full force and effect in accordance with its terms, and Grantor and Beneficiary hereby ratify and confirm the same. Grantor agrees that all of the representations, warranties and covenants contained in the Deed of Trust, except to the extent they specifically relate to an earlier date, are true and correct in all material respects on and as of the date of this First Amendment, as fully as if made on such dates, and no default or event of default has occurred or is continuing under the Deed of Trust. Grantor acknowledges that it is fully obligated under the terms of the Deed of Trust, as herein amended, and that it has no offsets or defenses with respect to its obligation thereunder. Nothing herein contained shall in any manner affect the priority or lien of the Deed of Trust or is intended to constitute a novation of the indebtedness due under the Loan.

4. This First Amendment shall be binding on the successors and assigns of the parties hereto.

5. This First Amendment may be executed in one or more counterparts, each of which shall be considered an original, and all of which when taken together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, witness the signature of Grantor and Beneficiary on the date of its respective acknowledgement below to be effective as of the date first above written.

PTRK Development, LLC

By: Kerioth Realty Company, LLC
Title: Manager

By: [Signature]
Name: Clinton G. Herring, Jr.
Title: Manager

Trustmark National Bank

By: [Signature]
Name: Gretchen Ware
Title: First Vice President

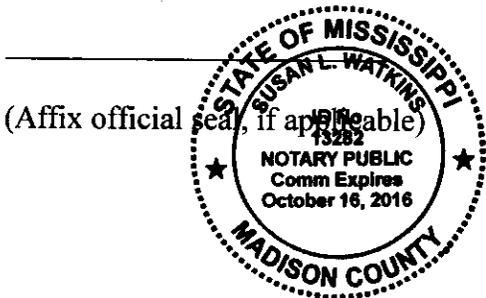
STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of September, 2012, within my jurisdiction, the within named Clinton G. Herring, Jr., who acknowledged that he is Manager of **Kerioth Realty Company, LLC**, a Mississippi manager managed limited liability company and manager of **PTRK Development, LLC**, a Mississippi manager managed limited liability company, and that for and on behalf of said Kerioth Realty Company, LLC as manager of said PTRK Development, LLC, and as the act and deed of said Kerioth Realty Company, LLC as manager of said PTRK Development, LLC, and as the act and deed of said PTRK Development, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said Kerioth Realty Company, LLC and said PTRK Development, LLC so to do.

[Signature]
NOTARY PUBLIC

My commission expires:



STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of September, 2012, within my jurisdiction, the within named Gretchen Ware, who acknowledged that she is First Vice President of **Trustmark National Bank**, a national banking association, and that for and on behalf of the said association, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

Sara Mckercher
NOTARY PUBLIC

My Commission Expires:

