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LAUREN W. ANDERSON
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SUSAN V. SIDWELL
JOHN F. BLACKWOOD
D. ALEXANDER FARDON

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LIN S. HOWARD
ERNEST E. HYNE II
CRAIG V. GABBERT, JR.
MARK MANNER
JAMES W. CAMERON III
L. GLENN WORLEY
PETER M. OLDHAM
GLEN ALLEN CIVITTS
GLENN B. ROSE

16261-A
RECORDED NO. FILED 105

NOV 13 1991 3 30 PM

INTERSTATE COMMERCE COMMISSION November 6, 1991.

CERTIFIED/RETURN RECEIPT REQUESTED

Office of the Secretary
Interstate Commerce Commission
12th and Constitution, N.W.
Washington, D.C. 20423

1-317A001

16.00

Re: Recordation No. 16261, March 30, 1989

Dear Sir/Madam:

Pursuant to provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303 and with reference to Recordation No. 16261 filed on March 30, 1989, with the Interstate Commerce Commission, enclosed please find a certified copy of the Modification and Extension Agreement to the Mortgage and Security Agreement dated March 23, 1989, and which was executed on October 15, 1991, by the Borrower, The Southern Junction Company, and the Lender, Volunteer State Bank. Our check in the amount of \$16 is enclosed for the filing fee.

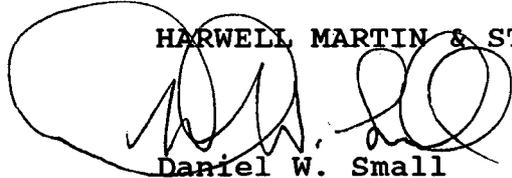
For your reference and information only, we have also enclosed a copy of the Mortgage and Security Agreement previously filed with the Commission on March 30, 1989, and a copy of the recordation receipt issued by the Commission for that filing.

Please stamp the enclosed copy of this letter "filed" and return it in the enclosed self-addressed envelope. If you should require any additional information, please contact the undersigned at the address and telephone number contained herein.

Thank you.

Very truly yours,

HARWELL MARTIN & STEGALL, P.C.



Daniel W. Small

RECORDATION UNIT
NOV 13 1991
3 30 PM

DWS/e11
Enclosures
cc: Volunteer State Bank

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November 13, 1991

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Volunteer State Bank/The Southern Junction Company, Inc.,
Recordation No. 16261, March 30, 1989

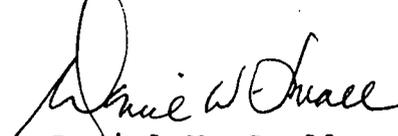
Dear Ms. Lee:

Pursuant to your telephone call to my office today, we are sending you one (1) additional copy of the Extension and Modification Agreement between Volunteer State Bank and The Southern Junction Company, Inc., dated October 15, 1991. We apologize for any inconvenience this may have caused.

Thank you for your assistance.

Very truly yours,

HARWELL MARTIN & STEGALL, P.C.


Daniel W. Small

DWS/djr
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

11/15/91

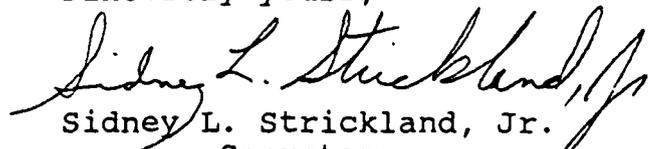
OFFICE OF THE SECRETARY

Daniel W. Small
Harwell Martin & Stegall
1800 First American Center
Nashville, Tenn. 37219-0960

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/13/91 at 3:30pm, and assigned recordation number(s). 16261-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

EXTENSION AND MODIFICATION AGREEMENT

16261-A

NOV 13 1991 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

THIS EXTENSION AND MODIFICATION AGREEMENT made and entered into to be effective as of the 15th day of October, 1991, by and between THE SOUTHERN JUNCTION COMPANY, INC. (the "Borrower"), a Tennessee corporation with its principal offices located in Nashville, Tennessee, and VOLUNTEER STATE BANK (the "Lender"), a state banking corporation with its principal offices located in Portland, Tennessee.

WHEREAS, the Borrower has sought to modify the Loan Documents and to extend the maturity date of the Loan Agreement and the other Loan Documents between parties; and

WHEREAS, the Borrower has notified the Lender that Arthur R. Cushman has purchased approximately eighty percent (80%) of the Borrower's issued and outstanding common voting stock (the only class of the Borrower's securities that has been issued) and has requested that the Lender permit a substitution of Guarantors including the release of Mr. Robert O. Frensley as a guarantor (Mr. Frensley being the only guarantor prior to the date hereof); and

WHEREAS, the Lender has agreed to permit such modifications and extension, and the substitution of Guarantors, pursuant to the terms and conditions set forth herein:

NOW, THEREFORE, the Borrower and the Lender agree that:

1. Maturity and Payment Dates, Etc. The unpaid principal balance on the date hereof is Three Hundred Thirty Six Thousand Nine Hundred Ninety Eight Dollars and Ninety Cents (\$336,998.90), and accrued but unpaid interest on the date hereof is Two Thousand Seven Hundred Seven Dollars and Two Cents (\$2,707.02). The maturity date set forth in the Loan Documents (including the Promissory Note) is hereby amended and extended to October 31, 1997 (the "Maturity Date"). The Borrower shall pay principal and interest in seventy-two (72) equal, consecutive monthly installments of Six Thousand One Hundred Eighty-Two and 92/100 Dollars (\$6,182.92) each, commencing November 30, 1991. On (but not later than) the Maturity Date, all unpaid Indebtedness of the Borrower to the Lender under the Loan Documents shall be due and payable, including all principal, accrued interest, and fees (if any), and shall be paid by the Borrower to the Lender.

2. Warranties and Representations Correct. The Borrower hereby confirms as true and correct all of the warranties and representations set forth in the Loan Agreement and the other Loan Documents as if the same were made on the date hereof.

3. Covenants and Agreements to Be Honored. The Borrower hereby confirms that it will do or refrain from doing, as appropriate, all of those matters described in the covenants in the Loan Agreement and the other Loan Documents.

4. Reaffirmation of Specific Warranties and Representations. The Borrower hereby represents and warrants that the representations and warranties set forth in Section 5(g) of the Loan Agreement have equal application to this Extension and Modification Agreement.

5. Collateral, Security Interests, and Liens Reconfirmed. The Borrower hereby reconfirms its grant of the security interests, liens, and Collateral to the Lender.

6. The Mortgage, Etc. The Borrower covenants that it continues to be lawfully seized and possessed of all rights, title and interest in and to the Collateral (as that term is defined in the Mortgage and Security Agreement dated March 23, 1989, between Borrower and Lender ("Mortgage")), and that Borrower has not granted to any other party other than Lender any security interest in the said Collateral, and Borrower reaffirms all of its duties and obligations pursuant to the Mortgage.

7. Loan Documents. This Extension and Modification Agreement is a Loan Document. The definition of the term Loan Documents in Section 4 of the Loan Agreement is hereby amended to include this Extension and Modification Agreement as a Loan Document. Terms not otherwise defined herein shall have the meanings ascribed to them in the other Loan Documents.

8. No Existing Default or Set-Off, Etc. The Borrower covenants and agrees that no event has occurred and no claim, offset, defense, or other condition exists that would relieve it of any of its obligations to the Lender under the note, mortgage, or any other Loan Documents or provide a cause of action to the Borrower against the Lender, any and all of which are hereby waived by the Borrower.

9. All Loan Documents, Etc. All Loan Documents are hereby amended to conform to the amendments and modifications expressed herein. However, except as otherwise expressly provided herein, the Loan Agreement and the other Loan Documents shall remain unamended, unmodified, in full force and effect.

10. Mr. Robert O. Frensley and the New Guarantors. By their signatures below, the new Guarantors named below consent to this Extension and Modification Agreement and join in the representations and warranties of the Borrower as of the date hereof; provided, that in connection with and effective October 16, 1991, Mr. Frensley is released as a guarantor of the Indebtedness. As further consideration to the Lender for this Extension and

Modification Agreement, and as consideration to the Lender for this release of Mr. Frensley's guaranty of the Indebtedness, Arthur R. Cushman and Carolyn Cushman (the new "Guarantors") are executing and delivering to the Lender their individual, unlimited guaranties of payment and performance. By their signatures below, the new Guarantors acknowledge and represent to the Lender that they recognize that the Lender is taking this action in reliance on both of these new Guarantors and not either one alone in consenting to this release of Mr. Frensley and in entering into this Extension and Modification Agreement.

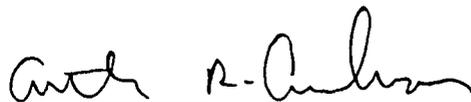
11. Cash Contributions of the Guarantors, Etc. By their signatures below, the new Guarantors acknowledge and represent to the Lender that they understand that the Borrower is not providing sufficient cash flow from operations to fund its cash requirements (including debt-service on the Indebtedness) and that funds will be required from them or from some other outside source (other than the Lender) to enable the Borrower to meet its obligations.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Extension and Modification Agreement to be effective as of the date first above written.

BORROWER:

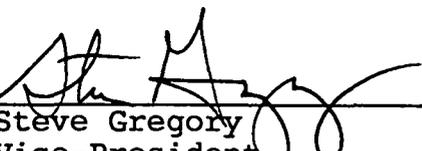
THE SOUTHERN JUNCTION COMPANY, INC.

By: 

Arthur R. Cushman
President

LENDER:

VOLUNTEER STATE BANK

By: 

Steve Gregory
Vice-President

{CONSENTS OF GUARANTORS AND NOTARIES FOLLOW ON SUCCEEDING PAGE(S).}

CONSENTS OF GUARANTORS

The undersigned CAROLYNE CUSHMAN AND ARTHUR R. CUSHMAN, hereby consent, as the new Guarantors described in this instrument, to this Extension and Modification Agreement.

GUARANTOR:

Carolyn R. Cushman
Carolyn Cushman

GUARANTOR:

Arthur R. Cushman
Arthur R. Cushman

STATE OF TENNESSEE)
COUNTY OF Davidson

Before me, Sue Allison a ^{notary} of the state and county aforesaid, personally appeared ARTHUR R. CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be president of THE SOUTHERN JUNCTION COMPANY, INC. the within name bargainor, a Tennessee business corporation, and that he as such president executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as president.

Witness my hand and seal, this the 15 day of October, 1991.

Sue Allison
Notary Public

My Commission
Expires: 9-19-92

STATE OF TENNESSEE)

COUNTY OF Sumner)

Before me, Aue Allison, Notary of the state and county aforesaid, personally appeared STEVE GREGORY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be vice president of VOLUNTEER STATE BANK, the within name bargainor, a National Banking Association, and that he as such vice president executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as vice president.

Witness my hand and seal, this the 15 day of October, 1991.

Aue Allison
Notary Public

My Commission Expires: 9-19-92

STATE OF TENNESSEE)

COUNTY OF Sumner)

Personally appeared before me, Aue Allison, a Notary Public of said county, CAROLYNE CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument as Guarantor for the purposes herein contained.

Witness my hand and seal, on this 16 day of October, 1991.

Aue Allison
Notary Public

My Commission Expires: 9-19-92

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Sue Allison, a Notary Public of said county, ARTHUR R. CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument as Guarantor for the purposes herein contained.

Witness my hand and seal, on this 15 day of October, 1991.

Sue Allison
Notary Public

My Commission Expires: 9-19-92

DWS/e10
SO-JXN.MOD

CERTIFICATE

I, Donna J. Richardson, notary public in the County of Davidson, State of Tennessee, hereby certify that I have compared the attached copy of the Modification and Extension Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document. This filing supplements Recordation No. 16261, filed with the Interstate Commerce Commission on March 30, 1989, at 2:50 p.m.

Donna J. Richardson
Donna J. Richardson, Notary Public

October 18, 1991
Date

My commission
expires: September 24, 1994

Recordation No. _____
filed _____, 1991, at
_____ .m., with Interstate
Commerce Commission.

DWS/e10