

CCAN # 36033

SBA Loan No.: PLP 571-159-4007

PREPARED BY AND UPON RECORDING, RETURN TO:

Gordon & Associates, L.L.C.

420 North 20th Street Suite 2450

Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as the "Agreement") is made as of the 19th day of June, 2003, by and between CIT Small Business Lending Corporation, a Delaware corporation having a mailing address at P.O. Box 1529, Livingston, New Jersey 07039-1529, Attention: Small Business Lending - Portfolio Administration Group, and its successors and/or assigns (hereinafter referred to as "CIT SBLC"), and Alli & Tucker Properties, LLC and C & J Pizza, Inc., having an address at Intersection HWY 19 & HWY 25, Montevallo, Alabama 35115 (hereinafter collectively referred to as the "Original Borrower"), Movies, Movies, Movies!, LLC., an Alabama limited liability company ("Co-Borrower") and Robert Jason Downey and Chad A. Byrd (hereinafter collectively referred to as "Guarantors").

WITNESSETH:

WHEREAS, Original Borrower and Guarantors, Robert Jason Downey and Chad A. Byrd, are parties to that certain commercial loan transaction (the "Loan") closed in accordance with a certain Authorization and Loan Agreement issued in conjunction with the United States Small Business Administration dated September 20, 2002, PLP 571-159-4007 (the "A&L"); and

WHEREAS, Original Borrower has executed and delivered to CIT SBLC a Promissory Note dated December 4, 2002 in the original principal amount of \$643,000.00 (the "Note"); and

WHEREAS, the Note is secured by a certain Mortgage encumbering property at Intersection HWY 19 & HWY 25, Montevallo, Alabama 35115 ("Mortgage") dated December 4, 2002 which was executed by the Original Borrower, recorded in Instrument No. 20021205000605600 Pg 1/6 in the Judge of Probate Office in the County, Shelby, Alabama, an Assignment of Leases and Rents ("Assignment") dated December 4, 2002 which was executed by the the Original Borrower, recorded in Instrument No. 200212050000605610 Pg 1/8 in the Judge of Probate Office in the County, Shelby, Alabama, a Security Agreement dated December 4, 2002 ("Security Agreement") with UCC-1 filed with the Alabama Secretary of State at 02-0968938 and with the Judge of Probate of Shelby County, Alabama at 200212050000605620 ("UCC-1"); and

WHEREAS, the Note, Mortgage, Assignment of Leases and Rents, Security Agreement, UCC-1s, and any and all other loan document(s) executed and/or delivered

by the Original Borrower, in connection therewith, are hereinafter called collectively, the "Loan Documents"; and

WHEREAS, Robert Jason Downey and Chad A. Byrd, each of whom was either financially interested in Borrower or sought to receive a material benefit from Borrower, either directly or indirectly, in exchange for their guaranties (as hereinafter defined) gave to CIT SBLC unconditional guaranties of the full and prompt payment of all obligations of Borrower to CIT SBLC dated December 4, 2002 (each hereinafter referred to singularly as a "Guaranty" and collectively, the "Guaranties"); and

WHEREAS, pursuant to the Loan Documents, CIT SBLC has disbursed \$643,000.00 to Borrower as of the date of this Agreement, and Borrower has determined that it does need an additional \$64,000.00 to complete a movie rental store adjacent to the extising Domino's Pizza ("Movie Rental Store"); and

WHEREAS, the parties hereto are willing to enter into this Modification to amend the Loan Documents to relect and make Movies, Movies, Movies!, LLC as a co-borrower with the Original Borrowers ab initio, increase the loan amount by \$64,000.00, confirm the maturity date of the Note and have the Co-Borrower grant a security interest in the personal property located at the Movie Rental Store; and

WHEREAS, CIT SBLC, upon request of Borrower, is willing to modify the Loan Documents as reflected herein upon the terms and conditions set forth herein; and

WHEREAS, after this Agreement is executed and its terms complied with, there will be due and unpaid under the Note, as of the date of this Agreement, the principal sum of \$707,000.00 plus accrued interest.

NOW, THEREFORE, in consideration of CIT SBLC's agreement to advance the additional \$64,000.00 and increase the Note to \$707,000.00, modify the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the agreement of the parties to add Movies, Movies, Movies!, LLC as a co-borrower ab initio and grant to the Lender a security interest in the personal property located at the Movie Rental Store, the parties hereto agree as follows:

1. The recitals included in this Agreement are not mere recitals, but constitute binding stipulations of fact by all of the parties hereto.

2. Movies, Movies, Movies!, L.L.C. by the execution of this Agreement shall become a co-borrower with the Original Borrowers under the Loan Documents, the same as if said entity had executed all of the original Loan Documents, including but not limited to the Note and shall execute and deliver a Security Agreement granting to Lender a security interest in the personal property located at the Movie Rental Store as additional security for the Loan. Co-Borrower and the Original Borrowers are collectively referred to hereinafter as "Borrower".

3. The Loan Documents and Guaranties shall remain in full force and effect, except as modified by this Agreement. The Borrower and Guarantors hereby (a) consent to the terms and conditions of this Modification Agreement; (b) reaffirm all terms and conditions of all of the Loan Documents and Guaranties; and (c) reaffirm that the Loan Documents and Guaranties include, without limitation, the increased loan amount. This Agreement shall not create a novation of any term or condition of the Loan Documents or the Guaranties. Nothing contained herein shall impair, diminish, or lessen the effect, perfection, or priority of any lien or security interest held by CIT SBLC with respect to the Loan.

4. The Note is hereby amended as follows:

a) The principal amount of the Note shall be \$707,000.00.
b) Commencing August 1, 2003, and continuing on the 1st day of each month thereafter, until maturity, the Borrower shall make monthly principal and interest payments in the amount of \$5408.00. If the rate of interest changes, as provided in the Note, monthly payments will be adjusted such that the Note will fully amortize in equal installments pursuant to the terms thereof.

c) THE ENTIRE BALANCE OF PRINCIPAL, ACCRUED INTEREST, AND ANY AND ALL EXPENSES OF CIT SBLC REMAINING UNPAID UNDER THE NOTE SHALL BECOME DUE AND PAYABLE ON JULY 4, 2022.

5. The Mortgage and Assignment of Rents and Leases are hereby amended to reflect that they secures a total indebtedness of \$707,000.00 and all other Loan Documents are also hereby amended to reflect the revision to the Note of the increase of the indebtedness secured thereby to \$707,000.00, the revised payment amount and the confirmation of the maturity date. All references in the Loan Documents to the amount of the indebtedness are hereby amended to reflect the principal loan amount of \$707,000.00. All other terms and conditions of the Note and the other Loan Documents shall remain in full force and effect.

6. The Borrower and Guarantors, jointly and severally, represent and warrant to CIT SBLC that:

a) In the three months last past from the date hereof there has been no material adverse change in the financial condition of Borrower or Guarantors, or in the properties or business of Borrower on a consolidated basis or separately. Neither the business nor the properties of Borrower is or has been affected by any fire, explosion, accident, strike, lockout, or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy, or other casualty (whether or not covered by insurance) adversely affecting such business or properties.

b) This Agreement has been duly executed and constitutes the legal, valid and binding obligation of Borrower and Guarantors, enforceable against them in accordance with its terms.

c) The execution, delivery and performance of this Agreement and all related agreements and documents to which Borrower is a party are within Borrower's powers, will not, as applicable, (i) violate any provisions of any existing law, statute, rule, regulation or ordinance which violation may have a material adverse effect upon the business or financial condition of Borrower, (ii) conflict with, result in a breach of, or constitute a default under, any mortgage, lease, contract or other agreement or undertaking to which Borrower is a party or by which Borrower or any of Borrower's properties or assets may be bound.

d) The Borrower is not in default in the payment or performance of any of Borrower's obligations or in the performance of any mortgage, indenture, lease, contract or other agreement or undertaking to which Borrower is a party or by which Borrower or any of Borrower's properties or assets may be bound, and no default or event of default under any such mortgage, indenture, lease, contract or other agreement or undertaking has occurred and is continuing. Borrower is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding or affecting it or by which any of Borrower's properties or assets may be bound or affected, and no such order, award or decree, if any, materially adversely affects the ability of Borrower to carry on Borrower's business as presently conducted or to perform Borrower's obligations under this Agreement.

7. Borrower and Guarantors hereby remise, release and forever discharge CIT SBLC, its parent and affiliated companies, and all of its and their respective officers, directors, employees, agents, attorneys and stockholders, of and from any and all manner of actions, causes and causes of action whatsoever, at law or in equity, and including, but not limited to, all claims relating to the Loan Documents, the Guaranties, and the relationships and activities of the Borrower and Guarantors, and CIT SBLC with respect to this Agreement and the Loan Documents and Guarantees from the beginning of the world to the date this Agreement is signed by the last party executing this Agreement.

8. Borrower and Guarantors hereby appoint CIT SBLC as its attorney-in-fact, coupled with an interest, with full authority to execute, seal and deliver such financing statements, extensions and modifications as CIT SBLC may require to perfect and continue the perfection of the liens and security interests granted in the Loan Documents and this Agreement, and for the purpose of carrying out the terms of the Loan Documents and this Agreement.

9. This Agreement and the Loan Documents, as modified by this Agreement, are not intended to benefit, modify, release or discharge any third party, and all rights as against persons or parties not a party to this Agreement are expressly reserved by CIT SBLC. Borrower and Guarantors hereby indemnify and hold CIT SBLC harmless from and against any claim, loss, damage, costs, charge or expense (including attorney's fees) whatsoever arising out of or relating to any claim by any third party not

a party to this Agreement of any alleged or purported benefit, modification, release or discharge resulting from this Agreement or the Loan Documents.

10. This Agreement, and the Loan Documents shall be binding upon and inure to the benefit of CIT SBLC, the Borrower, Guarantors, all future holders of this Agreement and the Loan Documents, and their respective legal representatives, heirs, successors and assigns, except that the Borrower may not transfer or assign any of Borrower's rights under this Agreement or the Loan Documents.

11. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12. This Agreement may only be modified in a writing signed by each party hereto. No failure on the part of CIT SBLC to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Agreement or the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise by CIT SBLC of any right, power or remedy under this Agreement or the Loan Documents preclude any other exercise thereof.

13. This Agreement the Loan Documents, as modified herein, and the Guarantees constitute the entire agreement between the parties with respect to the subject matter addressed herein or therein.

14. Each of the parties hereto represents and declares that such party has carefully read this Agreement and the documents and instruments being entered into in connection herewith and that such party understands the contents thereof and signs the same freely and voluntarily. The parties hereto acknowledge that they have the opportunity to consult with legal counsel of his own choosing concerning this Agreement and related documents and instruments.

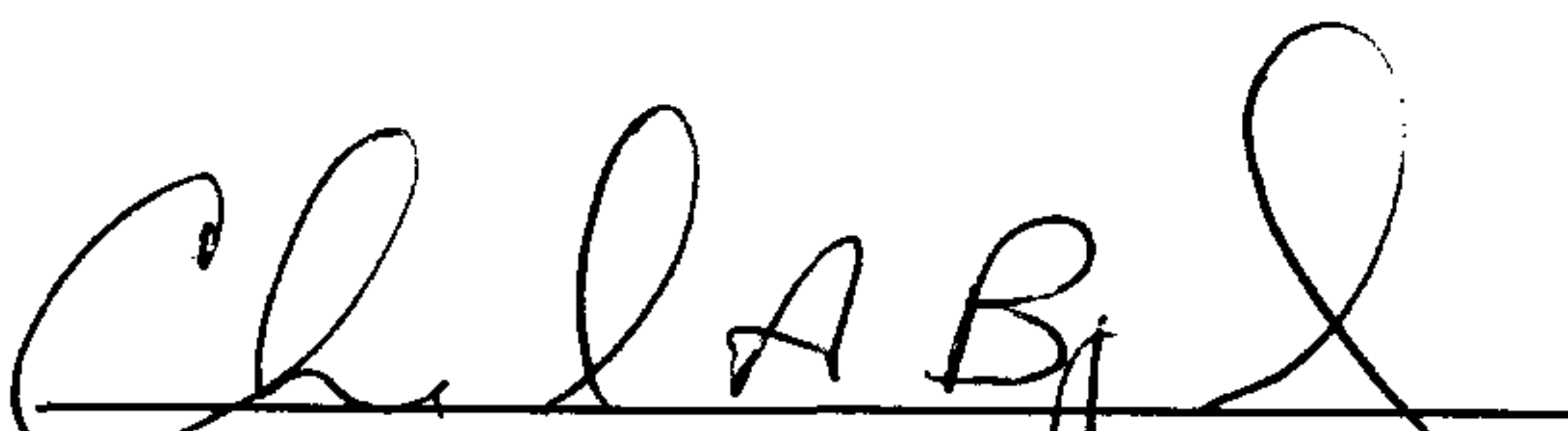
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed the day and year first above written.

CIT Small Business Lending Corporation

By: 
Name: Carolyn Calafiore
Title: Assistant Vice President

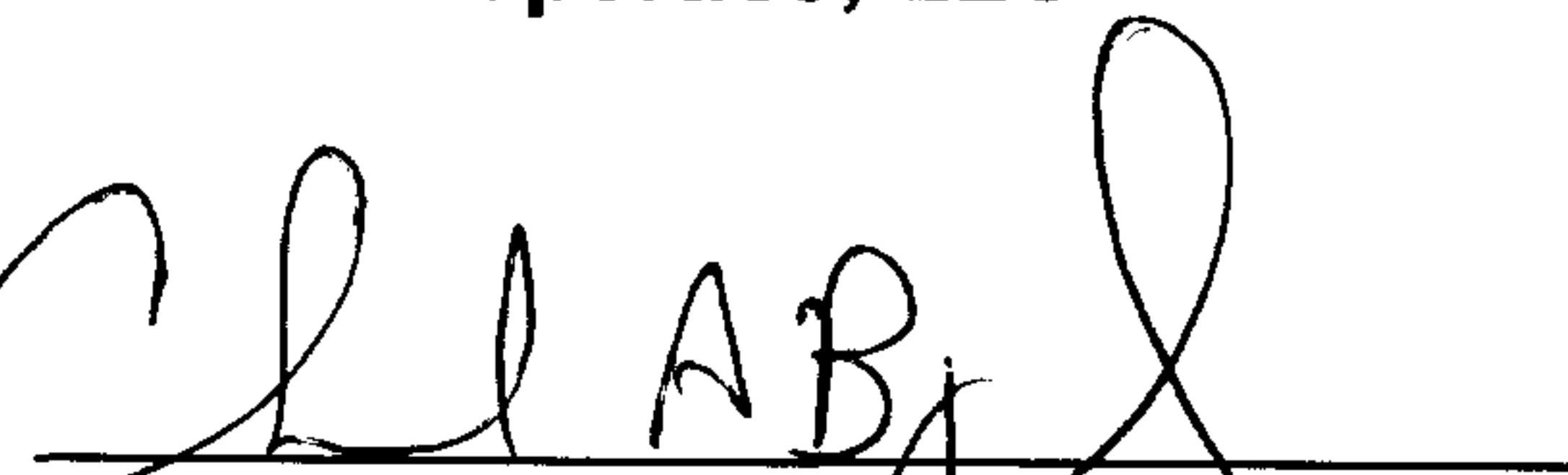
DATE: 6/11/03

Borrower:
C& J Pizza, Inc.

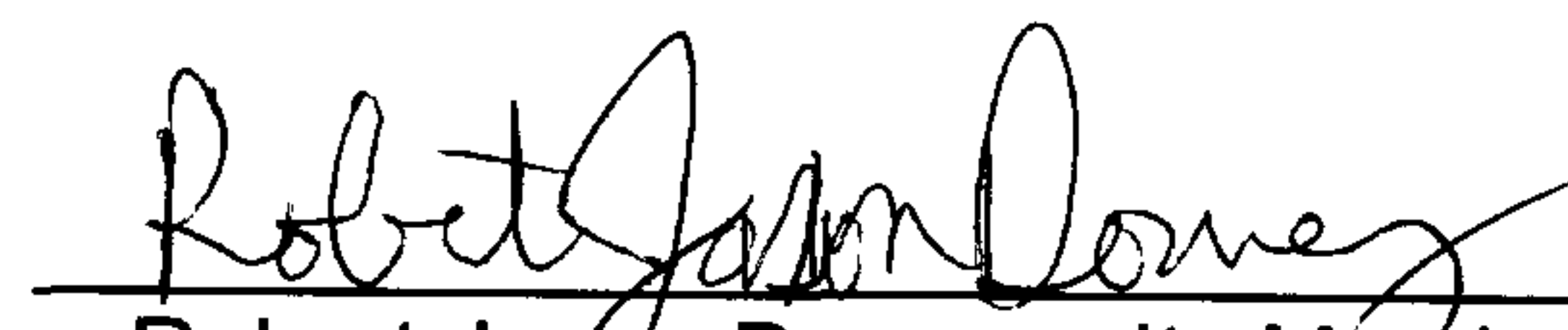
By: 
Chad A. Byrd, President

DATE: 6/19/2003

Borrower:
Alli Tucker Properties, LLC

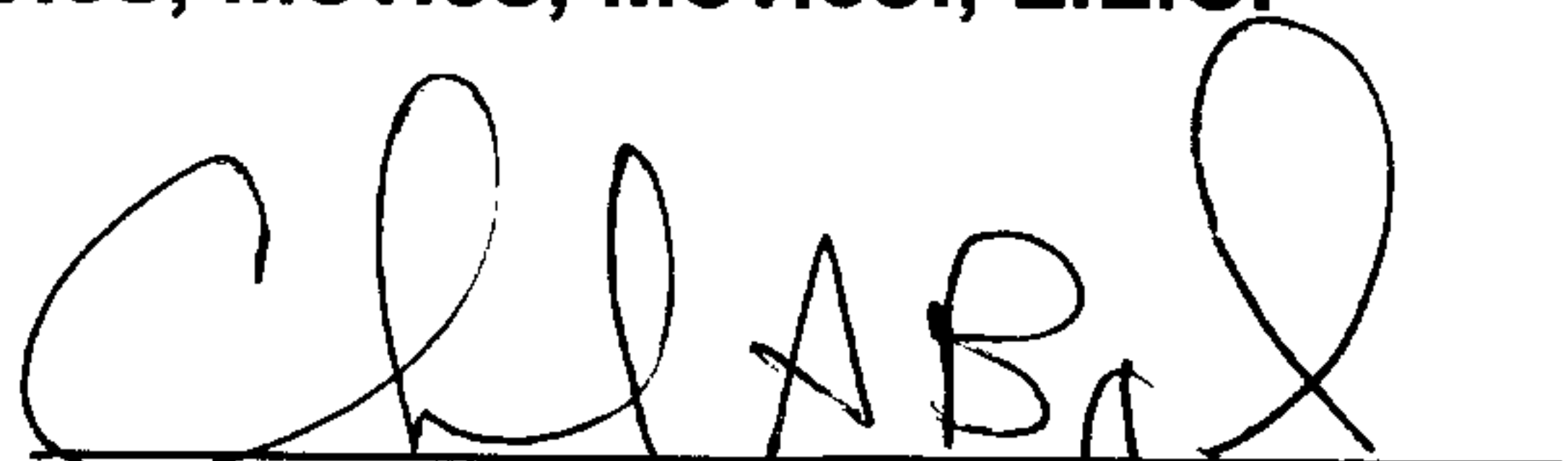
By: 
Chad A. Byrd, Its Member

DATE: 6/19/2003

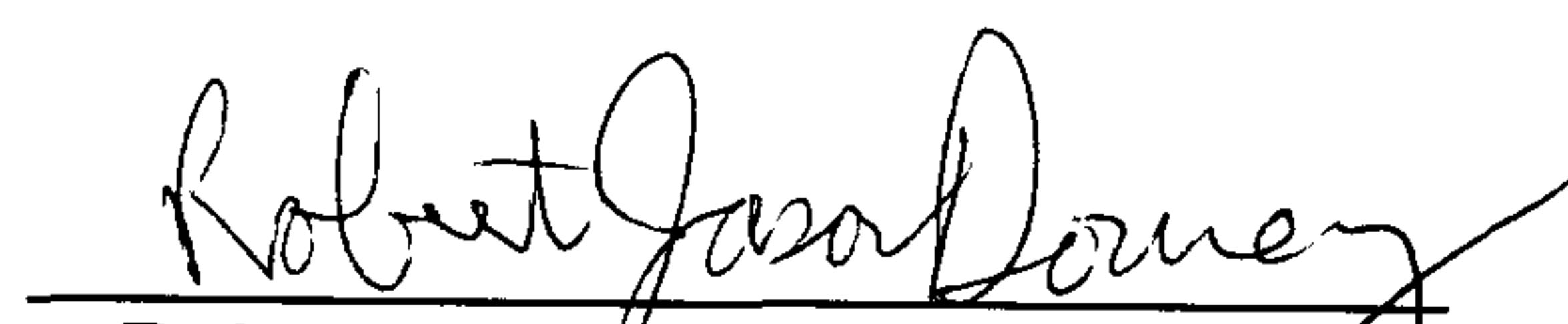
By: 
Robert Jason Downey, Its Member

DATE: 6/19/2003

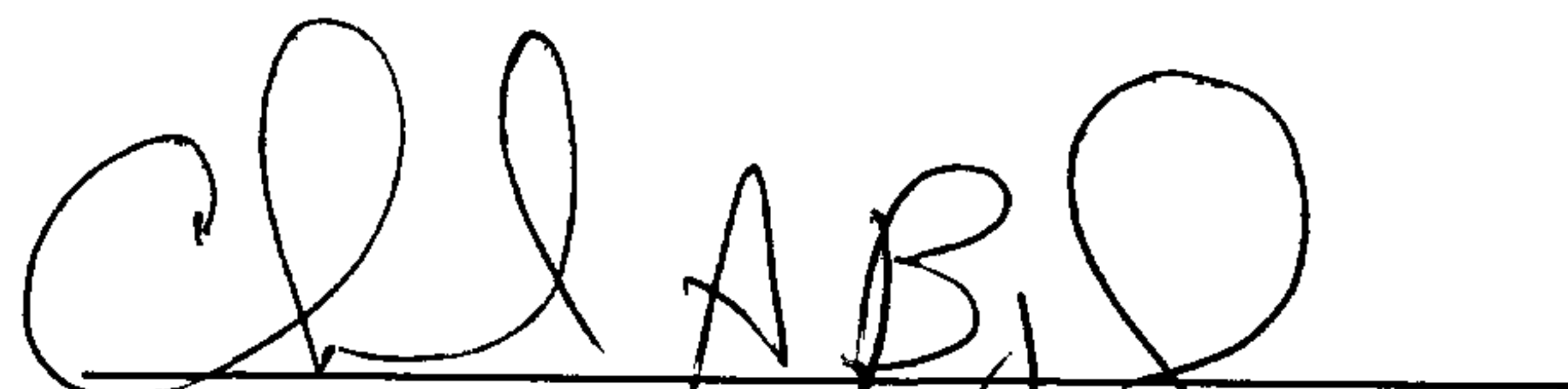
Borrower:
Movies, Movies, Movies!, L.L.C.

By: 
Chad A. Byrd, Its Member

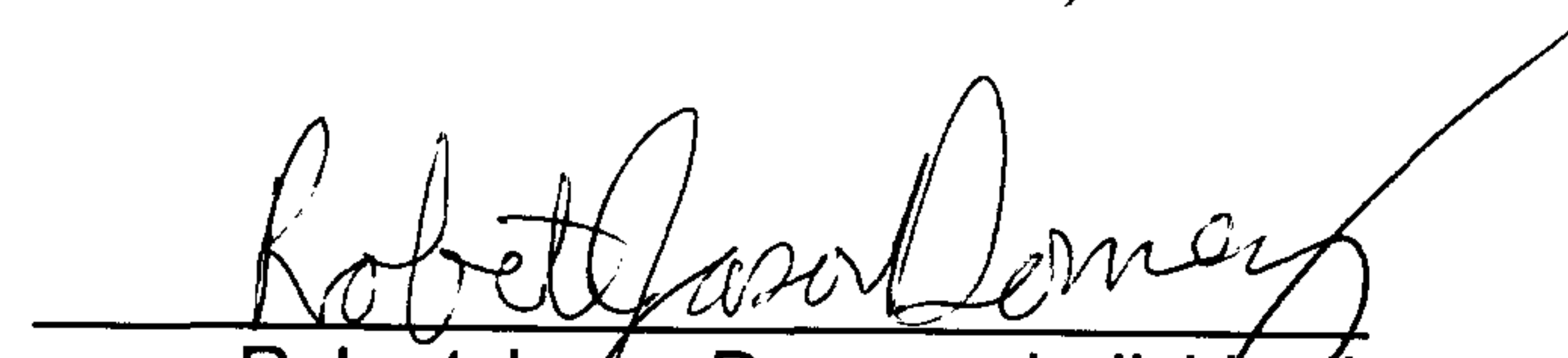
DATE: 6/19/2003

By: 
Robert Jason Downey, Its Member

DATE: 6/19/2003


Chad A. Byrd, Individually

DATE: 6/19/2003


Robert Jason Downey, Individually

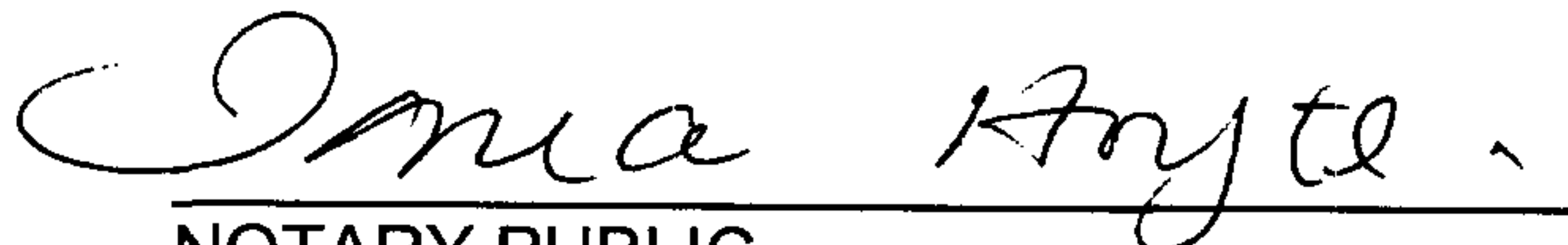
DATE: 6/19/2003

[Notary to Follow]

STATE OF NEW JERSEY)
COUNTY OF ESSEX)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **CAROLYN CALAFIORE**, whose name as **Assistant Vice President of CIT Small Business Lending Corporation**, a Delaware corporation, is signed to the foregoing instrument who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 11 day of June, 2003.



NOTARY PUBLIC

My Commission Expires: _____

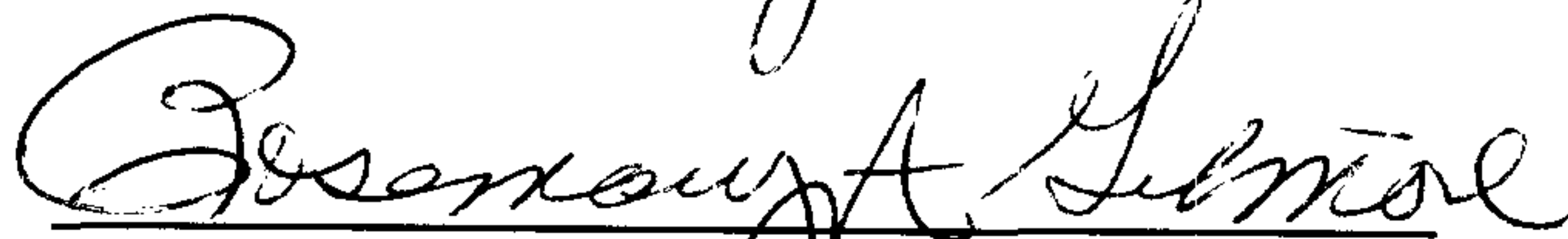
[SEAL]

STATE OF Alabama)
COUNTY OF Jefferson)

TONIA A. HOYTE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/16/2007

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **CHAD A. BYRD**, whose name as **President of C & J Pizza, Inc.**, an Alabama corporation, is signed to the foregoing instrument who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 19 day of June, 2003.



NOTARY PUBLIC

My Commission Expires: _____

[SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **CHAD A. BYRD and ROBERT JASON DOWNEY**, whose names as members of **ALLI & TUCKER PROPERTIES, L.L.C.**, an Alabama limited liability company, are signed to the foregoing instrument, who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 19th day of June, 2003.



NOTARY PUBLIC

My Commission Expires: _____

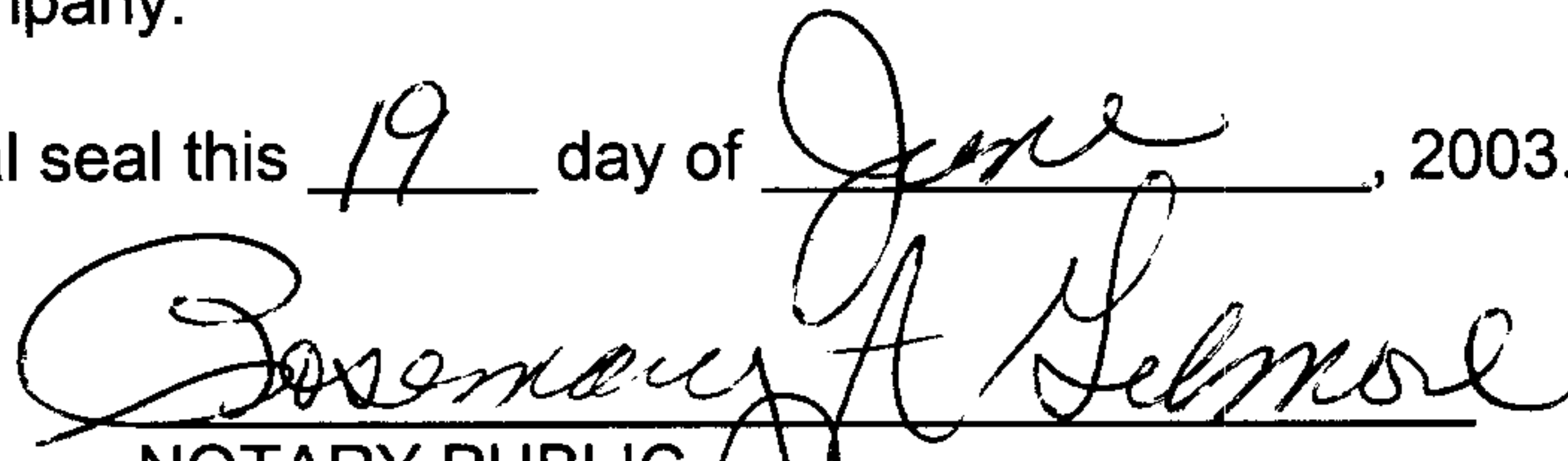
[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **CHAD A. BYRD and ROBERT JASON DOWNEY**, whose names as members of **MOVIES, MOVIES, MOVIES!, L.L.C.**, an Alabama limited liability company, are signed to the foregoing instrument, who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 19 day of June, 2003.

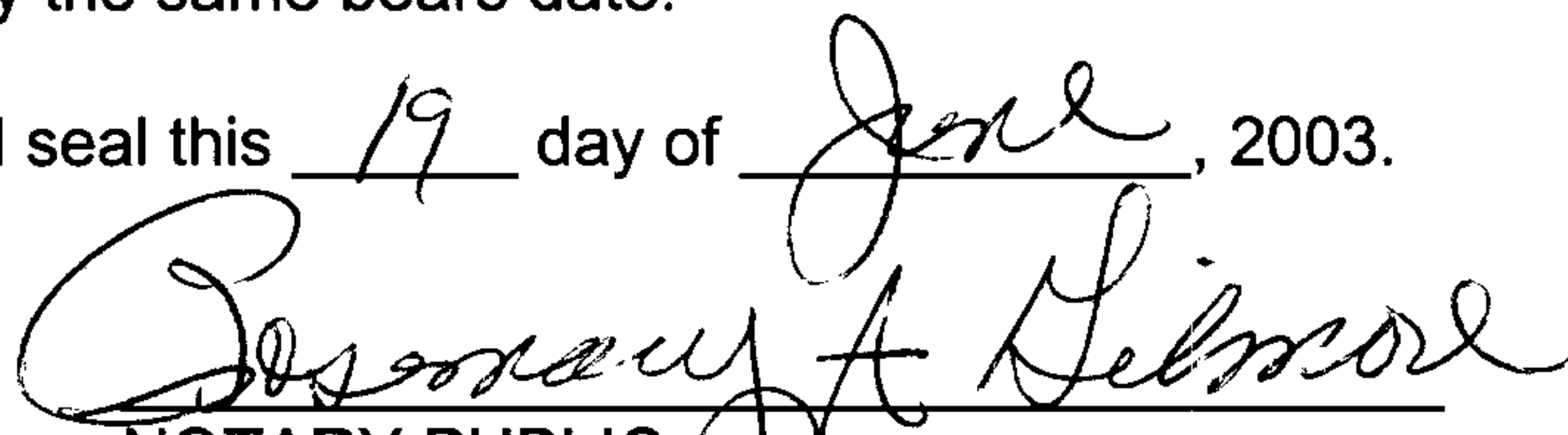

NOTARY PUBLIC
My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **CHAD A BYRD**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of June, 2003.


NOTARY PUBLIC
My Commission Expires _____

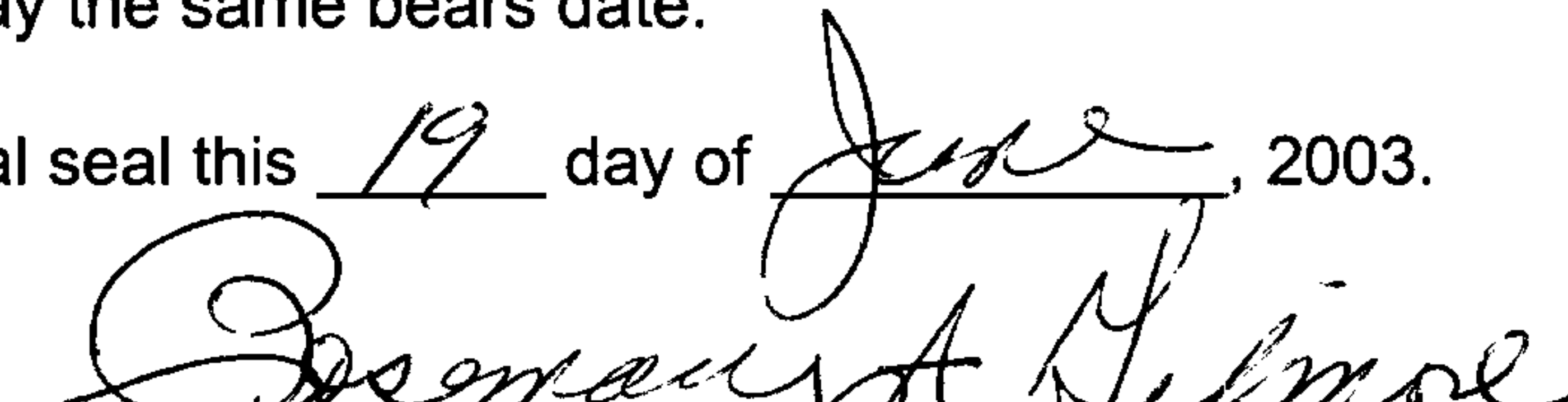
[SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ROBERT JASON DOWNEY**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of June, 2003.


NOTARY PUBLIC
My Commission Expires _____

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS