
20060310000112380 1/10 \$39.00
Shelby Cnty Judge of Probate, AL
03/10/2006 08:06:07AM FILED/CERT

This instrument was prepared by the attorney
referenced below in consultation with
counsel admitted to practice in the state
in which the property is located, and when
recorded, counterparts should be returned to:

Max Friedman, Esq.
Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, New York 10036-4039

Location: Shelby, Alabama

This instrument is a Second Amendment to a Mortgage, Leasehold Mortgage, Fixture Filing and Financing Statement. This instrument encumbers property located in Shelby County, Alabama.

THIS SECOND AMENDMENT TO MORTGAGE, LEASEHOLD MORTGAGE, FIXTURE FILING AND FINANCING STATEMENT (this "Second Amendment") made as of November 30, 2005 by RAVE MOTION PICTURES BIRMINGHAM III, L.L.C., a Delaware limited liability company having its principal office at c/o Rave Reviews Cinemas, L.L.C., 3333 Welborn Street, Suite 100, Dallas, Texas 75219 (the "Grantor") to THE BANK OF NEW YORK, a New York banking corporation, having an office at One Wall Street, New York, New York 10286, as administrative agent (The Bank of New York, in its capacity as administrative agent and any successor administrative agent appointed in accordance with the Second Amended and Restated Credit Agreement (as hereinafter defined), the "Agent") for the Banks (as defined in the Second Amended and Restated Credit Agreement), with the Agent being the mortgagee hereunder (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, the Grantor has previously executed and delivered to the Mortgagee that certain Mortgage, Leasehold Mortgage, Fixture Filing and Financing Statement, dated as of May 28, 2004 and recorded in the Probate Office of Shelby County, Alabama in Instrument No. 20040713000385760, as amended by that certain First Amendment to Mortgage, Leasehold Mortgage, Fixture Filing and Financing Statement, dated as of October 7, 2005 (as so amended, the "Existing Mortgage", and as further amended by this Second Amendment, the "Mortgage");

WHEREAS, the Existing Mortgage encumbers that certain lease to which the Grantor is the lessee and the leasehold estate created thereby, as more particularly described in Exhibit A hereto (the "Lease"), of and in that certain plot, piece and parcel of land more particularly described in Exhibit B hereto (the "Leased Land");

WHEREAS, the Existing Mortgage secures, among other things, the payment and performance obligations of Rave Reviews Cinemas, L.L.C. (the "Borrower") under that certain Amended and Restated Secured Guaranteed Credit Agreement, dated as of May 28, 2004, as amended by Amendment No. 1 and Waiver, dated as of December 29, 2004, as further amended by Amendment No. 2 and Waiver, dated as of July 12, 2005, as further amended by Amendment No. 3 and Waiver, dated as of August 8, 2005, and as further amended by Amendment No. 4 and Waiver, dated as of October 7, 2005 (as so amended, the "Existing Credit Agreement") by and among the Borrower, the Banks and the Agent;

WHEREAS, the Borrower has requested, and the Banks are willing, to amend and restate the Existing Credit Agreement in order to, among other things, increase the maximum amount of the Loans (as defined in the Existing Credit Agreement) that may be outstanding at any one time to up to Ninety Million Dollars (\$90,000,000);

WHEREAS, the Mortgagee and the Grantor have agreed to amend the Existing Mortgage to reflect that certain Second Amended and Restated Secured Guaranteed Credit Agreement being executed concurrently herewith by and among the Borrower, the Banks and the Agent (the "Second Amended and Restated Credit Agreement"), all in the manner hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby covenant and agree as follows:

1. Notwithstanding anything to the contrary in the Existing Mortgage, the term "Credit Agreement" as used therein shall hereby mean and refer to the Second Amended and Restated Credit Agreement.
2. Notwithstanding anything to the contrary in the Existing Mortgage, the term "Mortgage" as used therein shall hereby mean and refer to the Existing Mortgage as amended by this Second Amendment.
3. Notwithstanding anything to the contrary in the Existing Mortgage, this Second Amendment increases by up to Fifty Million Dollars (\$50,000,000) the amount of indebtedness secured by the Mortgage, such that the Mortgage secures a maximum total indebtedness of up to Ninety Million Dollars (\$90,000,000).
4. Except as expressly modified hereby, the terms and conditions of the Existing Mortgage are hereby incorporated herein by reference and made a part hereby, as if such terms and conditions were fully set forth herein, and the Grantor hereby covenants and agrees to comply with the terms and conditions thereof.

[SIGNATURE PAGE TO FOLLOW]



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effective as of

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment the day first set forth above.

GRANTOR:

RAVE MOTION PICTURES
BIRMINGHAM III, L.L.C.

By:

Name: *Anthony F. Simon, Jr.*

Title: *VP-FINANCE*

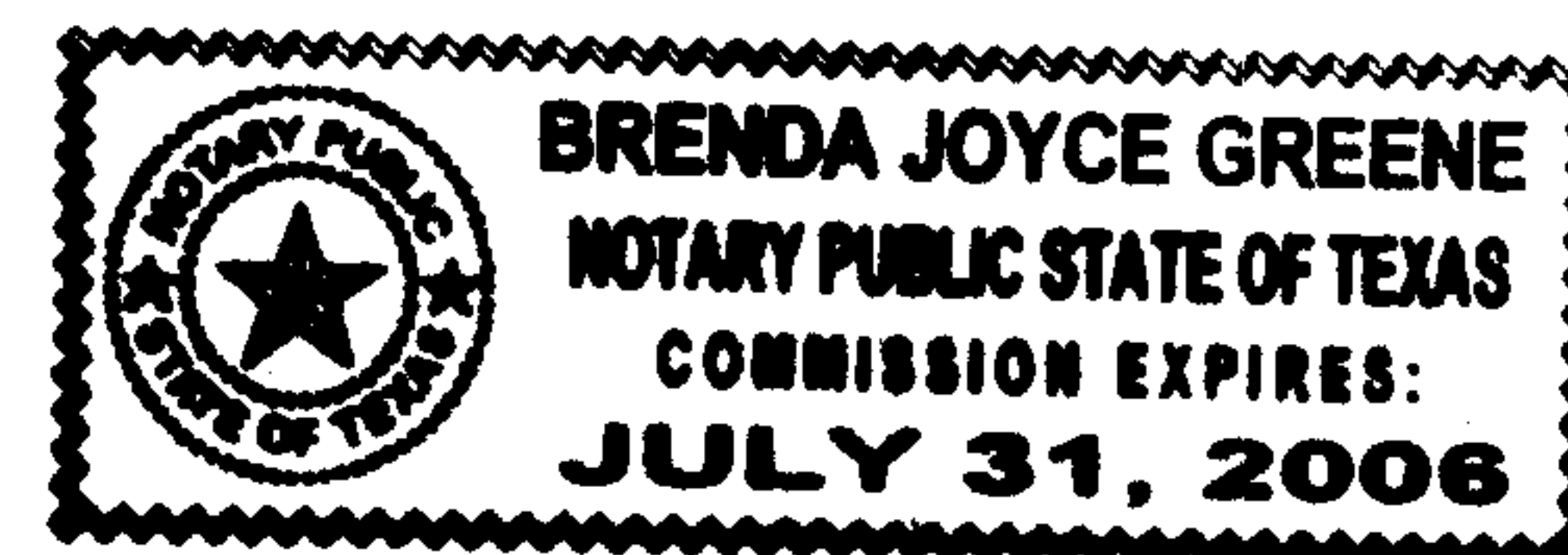
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STATE OF Texas)
) ss.:
COUNTY OF Dallas)

I, Brenda Greene, a Notary Public in and for said County in said State, hereby
certify that Arthur Sparks III whose name as V.P. of Finance of Rave Motion
Pictures Birmingham III, L.L.C., a limited liability company, is signed to the foregoing
conveyance and who is known to me, acknowledged before me on this day that, being informed
of the contents of the conveyance, he, as such officer and with full authority, executed the same
voluntarily for and as the act of said limited liability company.

Given under my hand this the 29 day of November, 2005.

Brenda J. Greene
Notary Public



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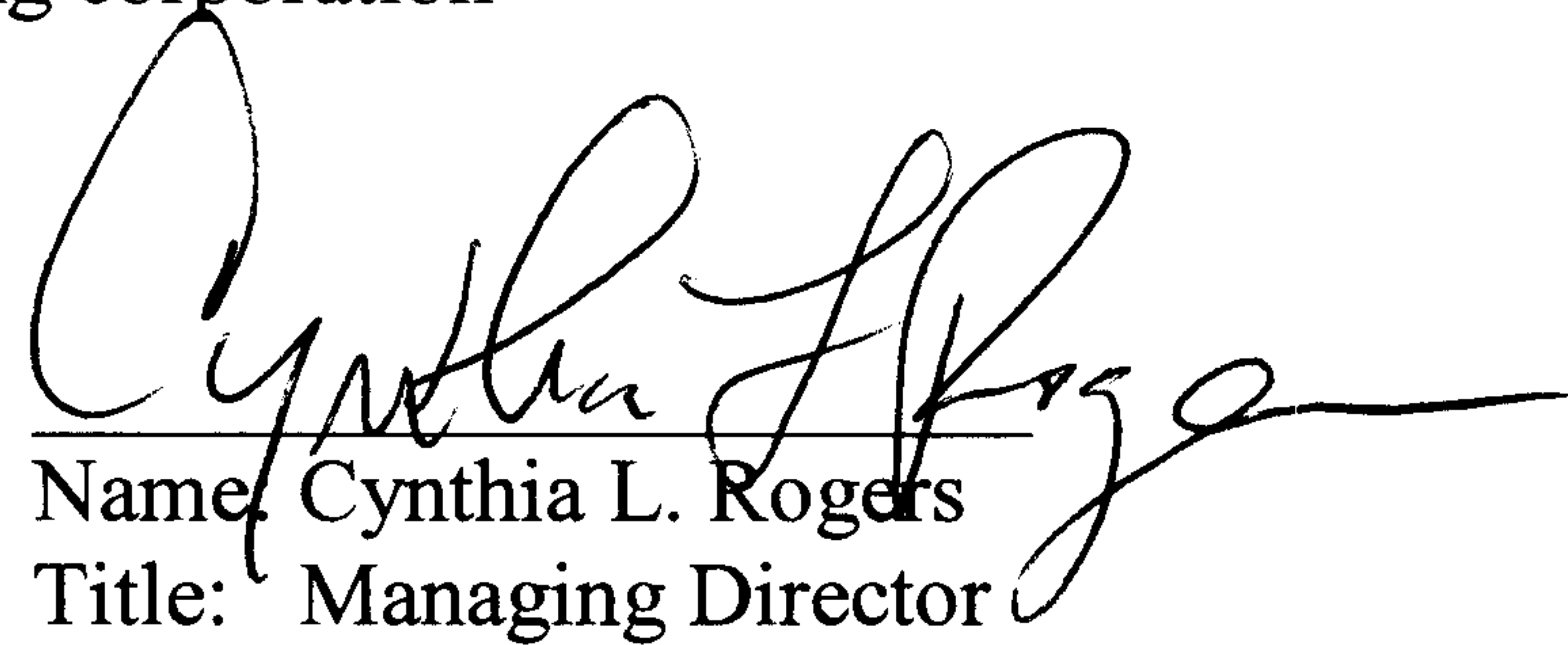
effective as of

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment the
day first set forth above.

MORTGAGEE / AGENT:

THE BANK OF NEW YORK, a New York
banking corporation

By:


Name: Cynthia L. Rogers
Title: Managing Director

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STATE OF _____)
) ss:
COUNTY OF _____)

I, CAROL ATTMORE a Notary Public in and for said County in said State, hereby certify that CYNTHIA L. ROGERS, whose name as MANAGING DIRECTOR of The Bank of New York, a New York banking corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand this the 28 day of NOVEMBER, 2005.

Carol Attmore
(Notary Public)

CAROL ATTMORE
Notary Public, State of New York
No. 01AT6016145
Qualified in New York County
Commission Expires Nov. 9, 2006



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EXHIBIT A

Description of the Lease

Lease Agreement dated December 12, 2003, by and between AIG Baker East Village, L.L.C., as landlord, and Rave Motion Pictures Birmingham III, L.L.C., as tenant, as it may be amended, modified or supplemented from time to time.



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EXHIBIT B

Description of the Leased Land

Lot 5-A, according to the Survey of A Resubdivision of The Village at Lee Branch, as recorded in Map Book 31, page 130, in the Probate Office of Shelby County, Alabama.



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