

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0.
TRANSFER TAX PAID ON \$915,000.00 IN INSTRUMENT NO. 07066472 IN THE REGISTER'S
OFFICE OF SHELBY COUNTY, TENNESSEE

TRUST DEED AND NOTE
MODIFICATION AGREEMENT
SUBSTITUTION OF COLLATERAL

6/30/08 10:34:28
BK 2,918 PG 437
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS AGREEMENT Made and entered into as of the 13th day of June, 2008 by and between Triumph Bank (hereinafter referred to as "Lender"), Everything Automotive, LLC (hereinafter referred to as "Borrower"), and PCJ HOLDINGS, LLC (hereinafter referred to as "Grantor").

W I T N E S S E T H:

WHEREAS, Borrower is indebted to Lender for borrowed money as evidenced by a certain promissory note ("Note") dated April 18, 2007 in the original principal sum of Nine Hundred Fifteen Thousand and No/100 Dollars (\$915,000.00), held by Lender and secured by a trust deed recorded in the Register's Office of Shelby County, Tennessee, at Instrument No. 07066472 and in the Register's Office of Williamson County, Tennessee at Instrument No. 07026915 (collectively referred to as the "Tennessee Trust Deed"); and also secured by a trust deed recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi in Book 2703, Page 525 (the "Mississippi Trust Deed"); (the Tennessee Trust Deed and the Mississippi Trust Deed collectively referred to as the "Trust Deeds"); and

WHEREAS, The Grantor in the Trust Deeds is PJSD, LLC, a Tennessee limited liability company. PJSD, LLC merged with PJSD Venture Partners, LLC and PCJ Holdings, LLC, the surviving entity being PCJ Holdings, LLC (the "Merger"); and

WHEREAS, Borrower desires to substitute collateral and modify the terms of the aforesaid Note and Trust Deeds and Lender is willing to allow a substitution of collateral and modification of terms upon agreement of Borrower and Grantor to make, keep and perform all the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. (a) Grantor does hereby grant to Michael J. McCarver, as Trustee of said Tennessee Trust Deed, his successors in trust and assigns to secure to Lender the payment of the indebtedness evidenced by said Note, the following described property:

Land in Rutherford County, Tennessee being Lot No. 2, Third National Bank South Office Subdivision, according to a plat and survey of record in Plat Book 15, Page 261 in the Register's Office of Rutherford County, Tennessee, to which plat reference is hereby made for a more particular description thereof. ("New Collateral")

Being the same property conveyed to PCJ Holdings, LLC, by Warranty Deed from Bobby E. Price, Jr., of record in Book 850, Page 3171 in the Register's Office of Rutherford County, Tennessee.

(b) Lender does hereby release the following described property from the lien of the Tennessee Trust Deed:

Lot No. 807 on the Final Subdivision Plat of Galleria Commercial Complex Subdivision, Revision 28, Resubdivision of Lot 807 as shown on plat of record in Plat Book 28, Page 78, in the Register's Office of Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property. ("Released Collateral")

It is the intention of the parties that the Tennessee Trust Deed be secured by the New Collateral and that the Released Collateral be released from the lien of the Tennessee Trust Deed, and that the New Collateral be subject to all of the terms and conditions of the Tennessee Trust Deed just as if it were originally a part of the Tennessee Trust Deed.

2. Lender does hereby consent to the Merger insofar as the Merger is considered a transfer under Section 19 of the Trust Deeds, provided that such consent does not adversely affect the priority of any of the collateral secured by the Trust Deeds.

3. The Note is hereby modified so that the current principal balance of \$877,190.46 shall bear interest at the rate of Six and 25/100 percent (6.25%) per annum, and said principal and interest shall be due and payable in monthly installments of \$7,521.23 each, with the first installment due and payable on July 13, 2008, and continuing on the 13th day of each and every consecutive month thereafter, to and including May 13, 2015, and on June 13th, 2015, the remaining balance of principal, and interest accrued thereon, shall be due and payable.

Feenley

4. Lender agrees to make a notation upon its records showing that the Note and Trust Deed aforesaid has been modified and extended as set forth herein.

5. The lien of the Trust Deeds aforesaid is hereby extended so that the same shall not be barred by applicable statute of limitations until ten (10) years from the date of maturity of the Note as modified herein above, and the lien of the Trust Deeds shall remain in full force and effect and unimpaired for a period of ten (10) years from the date of maturity of the Note.

6. In consideration of the modification granted herein, Borrower promises to pay said indebtedness as set forth hereinabove, to keep and perform all the covenants, terms and conditions contained in said Trust Deeds, Note, or other agreements or documents governing the terms and conditions of the borrowing affected hereby, in default of which the Holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes, and may proceed to foreclose on any of the collateral held to secure same, or to exercise at its option any right or privilege granted in any of said agreements or documents or by law.

7. The terms, covenants and conditions of any such agreement or document or of any note are hereby incorporated herein by reference. It is expressly understood and agreed that the terms, covenants and conditions of all instruments evidencing or securing the debts shall remain in full force and effect, and shall in no manner be affected by the execution of this Agreement except as the same are expressly extended or modified herein.

8. The execution of this Agreement does not discharge any of the obligors, sureties, endorsers, or guarantors of the Note and all rights of the Lender against any or all of the same are expressly reserved. This agreement is executed by obligors, sureties, endorsers, or guarantors as makers of the Note secured by the aforesaid Trust Deed to acknowledge the continuing liability as evidenced by the Note herein described.

9. A full release of the Trust Deed aforesaid shall constitute a release of this Agreement.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees, and grantees.

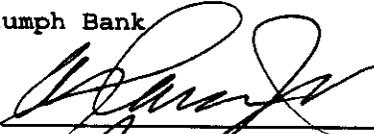
IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) as of the day and year first above written.

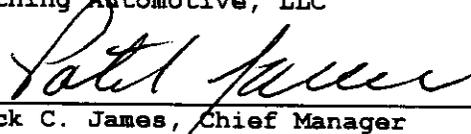
LENDER:

BORROWER:

Triumph Bank

Everything Automotive, LLC

By: 
Title: President

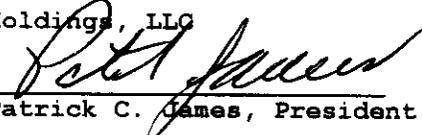
By: 
Patrick C. James, Chief Manager

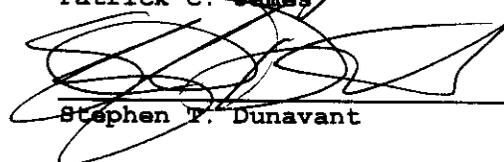
Grantor:

Guarantors:

Patrick C. James

PCJ Holdings, LLC

By: 
Patrick C. James, President


Stephen T. Dunavant

William M. Johnston

4. Lender agrees to make a notation upon its records showing that the Note and Trust Deed aforesaid has been modified and extended as set forth herein.

5. The lien of the Trust Deeds aforesaid is hereby extended so that the same shall not be barred by applicable statute of limitations until ten (10) years from the date of maturity of the Note as modified herein above, and the lien of the Trust Deeds shall remain in full force and effect and unimpaired for a period of ten (10) years from the date of maturity of the Note.

6. In consideration of the modification granted herein, Borrower promises to pay said indebtedness as set forth hereinabove, to keep and perform all the covenants, terms and conditions contained in said Trust Deeds, Note, or other agreements or documents governing the terms and conditions of the borrowing affected hereby, in default of which the Holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes, and may proceed to foreclose on any of the collateral held to secure same, or to exercise at its option any right or privilege granted in any of said agreements or documents or by law.

7. The terms, covenants and conditions of any such agreement or document or of any note are hereby incorporated herein by reference. It is expressly understood and agreed that the terms, covenants and conditions of all instruments evidencing or securing the debts shall remain in full force and effect, and shall in no manner be affected by the execution of this Agreement except as the same are expressly extended or modified herein.

8. The execution of this Agreement does not discharge any of the obligors, sureties, endorsers, or guarantors of the Note and all rights of the Lender against any or all of the same are expressly reserved. This agreement is executed by obligors, sureties, endorsers, or guarantors as makers of the Note secured by the aforesaid Trust Deed to acknowledge the continuing liability as evidenced by the Note herein described.

9. A full release of the Trust Deed aforesaid shall constitute a release of this Agreement.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees, and grantees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) as of the day and year first above written.

LENDER:

BORROWER:

~~Bank~~
By: ~~_____~~
T: ~~_____~~
Grantor:
PCJ Holdings, LLC
By: ~~Patrick C. James~~, President

~~Everything Automotive, LLC~~
By: ~~Patrick C. James~~
Patrick C. James, Chief Manager
Guarantors:
~~Patrick C. James~~
~~Stephen J. Dimavant~~
~~William M. Johnston~~
William M. Johnston

STATE OF Tennessee)
COUNTY OF Shelby)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Patrick C. James who is known to be the person described in and who executed the foregoing instrument for the purposes therein contained and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal this 12th day of June, 2008.



Geoffrey M. Hirsch
Notary Public

My Commission expires _____

STATE OF Tennessee)
COUNTY OF Shelby)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Stephen T. Dunavant who is known to be the person described in and who executed the foregoing instrument for the purposes therein contained and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal this 12th day of June, 2008.



Geoffrey M. Hirsch
Notary Public

My Commission expires _____

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William M. Johnston who is known to be the person described in and who executed the foregoing instrument for the purposes therein contained and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2008.

Notary Public

My Commission expires: _____

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William J. Chase, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the President for Triumph Bank, the within named bargainor, a corporation, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as such President.

WITNESS my hand and Notarial Seal at office this 18th day of June, 2008.

Chris Thornton
Notary Public

My Commission expires: 8/22/2010



~~STATE OF Tennessee)
COUNTY OF Shelby)~~

~~Before me, a Notary Public in and for said State and County, duly
commissioned and qualified, personally appeared Patrick C. James who is known to
be the person described in and who executed the foregoing instrument for the
purposes therein contained and acknowledged that he executed the same as his free
act and deed.~~

~~WITNESS my hand and Notarial Seal this 12th day of June, 2008.~~



~~My Commission expires _____
Notary Public Geoffrey H. Hewitt~~

~~STATE OF Tennessee)
COUNTY OF Shelby)~~

~~Before me, a Notary Public in and for said State and County, duly
commissioned and qualified, personally appeared Stephen T. Dunavant who is known
to be the person described in and who executed the foregoing instrument for the
purposes therein contained and acknowledged that he executed the same as his free
act and deed.~~

~~WITNESS my hand and Notarial Seal this 12th day of June, 2008.~~

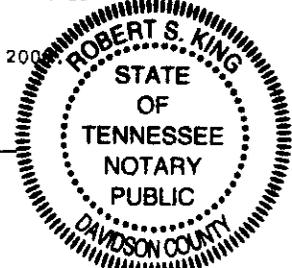


~~My Commission expires _____
Notary Public Geoffrey H. Hewitt~~

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, a Notary Public in and for said State and County, duly
commissioned and qualified, personally appeared William M. Johnston who is known
to be the person described in and who executed the foregoing instrument for the
purposes therein contained and acknowledged that he executed the same as his free
act and deed.

WITNESS my hand and Notarial Seal this 13th day of June, 2008.



My Commission expires: 1-03-11
Notary Public Robert S. King

~~STATE OF TENNESSEE)
COUNTY OF _____)~~

~~Before me, a Notary Public in and for said State and County, duly
commissioned and qualified, personally appeared _____,
with whom I am personally acquainted, and
who, upon oath, acknowledged himself/herself to be _____
for Triumph Bank, the within named bargainor, Corporation, and that he/she as
such _____, being authorized so to do,
executed the foregoing instrument for the purposes therein contained by signing
the name of the Corporation _____ himself/herself as such _____~~

~~WITNESS my hand and Notarial Seal at office this _____ day of
_____, 2008.~~

~~Notary Public _____~~

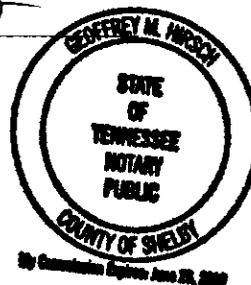
~~My Commission expires: _____~~

STATE OF Tennessee)
COUNTY OF Shelby)

On this the 12th day of June, 2008, before me personally appeared Patrick C. James, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of PCJ HOLDINGS, LLC, the within named Tennessee limited liability company and that such President, being authorized to do so, executed the foregoing instrument for purposes therein contained by signing the name of the company by himself as such President.

WITNESS my hand and notarial seal at office the day and year above written.

Geoffrey M. Hirsch
Notary Public



My Commission Expires:

STATE OF Tennessee)
COUNTY OF Shelby)

On this the 12th day of June, 2008, before me personally appeared Patrick C. James, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Chief Manager of Everything Automotive, LLC, the within named Tennessee limited liability company and that such Chief Manager, being authorized to do so, executed the foregoing instrument for purposes therein contained by signing the name of the company by himself as such Chief Manager.

WITNESS my hand and notarial seal at office the day and year above written.

Geoffrey M. Hirsch
Notary Public



My Commission Expires:

This Instrument Prepared By:
GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 Quail Hollow Road, Suite 100
Memphis, Tennessee 38120

Return To: Preparer (CJT)



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

Jennifer M Gerhart, Register
Rutherford County Tennessee

Rec #:	560834	Instrument #:	1570619
Rec'd:	35.00		
State:	0.00		
Clerk:	0.00	Recorded	
EDP:	2.00	6/23/2008 at 12:36 PM	
Total:	37.00	in	
		Record Book 852 Pgs 1640-1646	



08081127

06/18/2008 - 08:10 AM

6 PGS : R - MODIFICATION

MARYF 579106-8081127

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	15.00
TOTAL AMOUNT	47.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE