#### MODIFICATION AND RATIFICATION AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF ILLINOIS

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COUNTY OF COOK

1115819031 Fee: \$72.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/07/2011 10:18 AM Pg: 1 of 5

This MODIFICATION AND RATIFICATION AGREEMENT ("Modification Agreement") is executed and effective this \_\_\_\_ day of March, 2011, by and between Evolution Nutrition, Inc., an Illinois cor on ation dba Extreme Pita, ("Borrower"), whose address for notice hereunder is 6337 Berry Path Trail, Matteson, Illinois 60443 and SPIRIT OF TEXAS BANK, ssb ("Lender"), with banking quarter, at 625 University Drive East, College Station, Texas 77840. This document was prepared by Allar Coss, P.C., 9525 Katy Freeway, Suite 142, Houston, Texas 77024.

#### WITNESSETH:

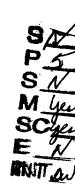
WHEREAS, Lender has heretofore extended to Borrower a loan in the aggregate amount of Two Hundred Thousand and No/190 Dollars (\$200,000.00) and, in order to secure Lender's commitment to Borrower, Borrower has granted to Lender a lien and security interest in certain real property and the improvements thereupon, Lender's commitment and the lien granted by Borrower subject to certain terms provisions and conditions, which are in part, evidenced by the following instruments:

- SBA Note #PLP 395-573-5035 in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Note") dated on or about July 7, 2010 by and between Lender and Borrower:
- A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY (b) AGREEMENT ("Mortgage") by and between Darrell J. Hall, an unmarried person, residing at 6337 Berry Path Trail, Matteson, Illinois 60443 to Spirit of Texas Bank, ssb, having an address for notices at 625 University Drive East, College Station, Texas 77840 on certain property legally described as follows:

UNIT NUMBER 1111 IN GLENEAGLE TRAIL CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: VARIOUS LOTS IN GLENEAGLE TRAIL, BEING A SUBLIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 30, 2004, AS DOCUMENT 04030:14047, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 31, 2004, AS DOCUMENT NUMBER 0424418088; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, PIN: 31-20-114-014-1001 (the "Croperty"); Common Address: 6337 Berry Path Trail, Matteson, Illinois 60443

- Security Agreement (the "Security Agreement") of even date with the Note, executed by (c) Guarantor in favor of Lender;
  - Guaranty Agreement of even date with the Note, executed by Darrell Hall in favor of Lender, ("Guaranty Agreement")
  - Construction Loan Agreement of even date with the note executed by Borrower, Contractor, and Lender, ("Construction Loan Agreement");

WHEREAS, the Note, the Junior Mortgage, Assignment of Rents And Leases And Security Agreement, the Security Agreement, the Guaranty Agreement, the Construction Loan Agreement and each and every other agreement, document, and instrument executed or to be executed for the benefit of Lender in connection with the Note (collectively, the "Loan Documents") are hereby incorporated by this reference for all purposes to the same extent as if set out herein verbatim; and



WHEREAS, Borrower, Guarantor and Lender desire to amend, supplement, increase, and modify the Loan Documents.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, and in further consideration of the terms, covenants and agreements contained in the Loan Documents and this Modification Agreement:

(1) Modification of Note. Lender, Guarantor, and Borrower hereby agree that the Note is hereby amended and modified such that, effective March 1, 2011, Borrower shall begin to pay interest only payments on a monthly basis until September 1, 2011 at which time principal and interest payments will resume in the amount of **Two Thousand Four Hundred Fifty Eight 11/100 Dollars (\$2,458.11)** and continue throughout the term of the Note

All other terms and provisions of the Note, except as expressly amended and modified by this Modification Agreement, remain the same.

- (2) <u>Modification of Liability</u>. Lender, Guarantor, and Borrower hereby agree that all references to the Note in the Deed of Trust, and all other Loan Documents are hereby amended to refer to the Note, as amended and modified by this Modification Agreement.
- Reafir, action of Liability. Borrower reaffirms the note in the current amount of One Hundred Six Thousand Light Hundred Twenty Eight and 20/100 (\$196,828.20) and Borrower and Guarantor hereby reaffirm to Lender each of the representations, warranties, covenants, and agreements contained in the Loan Documents, with the same force and effect as if each were separately stated herein and made as of the date hereof. Forrower and Guarantor hereby ratify, affirm, reaffirm, acknowledge, confirm, and agree that the Loan Documents, as herein modified, represent the valid, binding and enforceable obligations of Borrower and Guarantor, and Borrower and Guarantor further acknowledge that there are no existing claims, defenses (personal or otherwise), or rights of setoff whatsoever with respect to any of the Loan Documents, and Borrower and Guarantor further acknowledge and represent that no event has occurred and no condition exists which would constitute a default under any of the Loan Documents, or this Modification Agreement, either with or without notice or lapse of time, or both. Lender, Guarantor and Borrower hereby agree that this Modification Agreement and all of the Loan Documents are in full force and effect so that nothing herein contained shall be construed as modifying in any manner any of the Loan Documents, except as specifically modified by this Modification Agreement.
- (4) No Release of Liens. Lender, Guarantor and Borrower hereby agree that this Modification Agreement modifies the Loan Documents, and in no way act as a diminishment, impairment, release, or relinquishment of the liens, powers, titles, security interests, and rights ("Liens") securing payment of the Note, including, without limitation, the Liens created by the Deed of Trust. The Liens are hereby renewed, supplemented, ratified, confirmed, and carried forward by Borrower and Guarantor in all respects, except to the extent same have previously becarried agree that this
- their respective expertise and business plan in all matters in connection with the Property, the Loan Documents, and this Modification Agreement. Neither Borrower nor Guarantor has relied and is not relying on Lender's expertise or business acumen in any matter in connection with the Property, the Loan Documents, or this Modification Agreement. The relationship between Borromer and Lender and Guarantor and Lender is solely that of borrower and lender and Guarantor and beneficiary respectively, and Lender has no fiduciary or other special relationship with Borrower or Guarantor. No term or condition of the Loan Documents or this Modification Agreement shall be construed so at to deem the relationship between Borrower and Lender and Guarantor and Lender to be other than that of borrower and lender and Guarantor and beneficiary respectively.
- (6) Release of Lender. Borrower and Guarantor release, acquit, and forever discharge Lender, Lender's agents, servants and employees and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which Borrower and/or Guarantor now or might have in the future, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the Property, this Modification Agreement, and the Loan Documents, or from any transaction or matter in connection with this Modification Agreement, the Loan Documents, or the Property, it being intended to release all claims of any kind or nature that Borrower and/or Guarantor might have against those hereby released whether asserted or not.
- (7) <u>Further Assurances</u>. Borrower and Guarantor agree to perform any further acts and to execute and deliver any further documents that may be reasonably necessary in the opinion of Lender or Lender's counsel to carry out the provisions of this Modification Agreement.

(8) Entire Agreement. This Modification Agreement sets forth the entire agreement of Lender, Guarantor, and Borrower with respect to the subject matter of this Modification Agreement. There are no oral conditions, representations, or agreements affecting this Modification Agreement.

No extension or variation in the covenants to be performed under this Modification Agreement or in the terms of this Modification Agreement and no release or satisfaction of this Modification Agreement shall be binding on any party unless the same is in writing and signed by the party or an authorized officer of any corporate party. Notwithstanding anything to the contrary contained in this Modification Agreement or inferred hereby or in any other instrument executed by Borrower, Guarantor, or Lender or in any other action or conduct undertaken by Borrower, by Guarantor or by Lender on or before the date hereof, the agreements, covenants and provisions contained in this Modification Agreement shall constitute the only evidence of Lender's consent to modify the terms and provisions of the Loan Documents in the manner set forth in this Modification Agreement. Accordingly, no express or implied consent to any further modifications of the Note or the Deed of Trust or the Loan Documents, whether any such modifications involve any of the matters contained in this Modification Agreement or otherwise, shall be inferred or implied from Lender's execution of this Modification Agreement unless evidenced by an express written agreement executed by Lender. Further, Lender's execution of this Modification Agreement shall not constitute a waiver (either express or implied) of the requirement that any further modification of the Loan or any of the Loan Documents shall require the express written approval of Lender, no such approval (either express or implied) having been given as of the date hereof.

- (9) <u>Borrower's and Guarantor's Signatures</u>. The undersigned individual signing for and on behalf of Borrower and Guarantor represents and warrants that he or she is duly authorized and empowered to execute this Modification Agreement; that he or she has read this Modification Agreement and fully understands the terminant' provisions of this Modification Agreement; that he or she is of legal age and legally competent to execute this Modification Agreement, and that he or she does so of his or her own free will and accord, without the eat or duress, and without reliance on any representation of any kind or character not expressly set forth in this Modification Agreement.
- (10) <u>Survival</u>. All representations, warranties, covenants, and agreements of Lender, Guarantor and Borrower made in this Modification Agreement shall survive the execution and delivery of this Modification Agreement, until such time as rul of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms of shall have been discharged in full.
- (11) <u>Legal Fees and Expenses</u>. All reasonable costs and expenses incurred by Lender as a result of or in connection with the negotiation, preparation, performance and enforcement of this Modification Agreement and all transactions pursuant to this Modification Agreement shall be paid by Borrower and/or Guarantor, including, without limitation, Lencer's attorneys fees and expenses.
- (12) <u>Parties Bound</u>. This Modification Agreement is Linding on and inures to the benefit of Lender, Guarantor and Borrower, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- (13) Governing Law. This Modification Agreement is executed, delivered, and performable in Houston, Harris County, Texas and shall be construed under and in accordance with the laws of the State of Texas and federal law.
- (14) <u>Conflicts</u>. In the event of any conflict between any of the terms and provisions of the Note, the Deed of Trust or any of the other Loan Documents and the terms and provisions of this Modification Agreement, the terms and provisions of this Modification Agreement shall control
- (15) <u>Executed Counterparts</u>. This Modification Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

THIS MODIFICATION AGREEMENT AND THE LOAN DOCUMENTS REFERENCED HEREIN FOR THE NOTE OR OTHER EXTENSION OF CREDIT DESCRIBED HEREIN REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this Modification Agreement as of the dates of the acknowledgments set forth below, to be effective for all purposes, however, as of the date first above written.

BORROWER:
Evolution Nutrition, Inc., an Illimois corporation dba Extreme Pita
By: Devit Call
Name: Darrell Hall
Title President
GUARANTOR: Darrei Flail
LENDER:
SPIRIT OF TEXAS BANK, ssb
By:
Name: Tim Duffy Office President - S13A Lending
Title: Office President - 3777
THE STATE OF ILLINOIS \$ COUNTY OF Coff \$
This instrument was acknowledged before me on the 30 dry of March, 2011, by Darrell Hall as President of Evolution Nutrition, Inc., an Illinois corporation dba Extreme Pita
"OFFICIAL SEAL" Michael A. Howlett Notary Public, State of Illinois Will County My Commission Expires Nov. 19, 2014  Notary Public, State of Illinois
THE STATE OF ILLINOIS §
COUNTY OF COOK §
This instrument was acknowledged before me on the day of March, 2011 or Darrell Hall
"OFFICIAL SEAL" Michael A. Howlett Notary Public, State of Illinois Will County My Commission Expires Nov. 19, 2014

THE STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 30 day of March, 2011, by MACCL, TIM DUFFY PRESIDENT SBA of SPIRIT OF TEXAS BANK, ssb, for and on behalf of said state banking association.



LINDA SUE LEYDEN Notary Public, State of Texas My Commission Expires JUNE 18, 2011

Motary Public, State of Texas

#### **GUARANTORS' CONSENT AND RATIFICATION**

The undersigned, being the guarantor of the Loan, hereby: (i) consents, agrees to, and ratifies all of the terms and provisions of the foregoing Modification Agreement; (ii) agree that the guaranty of the Note as described therein, as evidenced by the respective Guaranty Agreement, remain in full force and effect securing the payment of the Note as amended and modified by the foregoing Modification Agreement; (iii) agree that the respective Guaranty Agreement is the valid, binding, and enforceable obligations of each of the undersigned; and (iv) reaffirm each representation, warranty, covenant, agreement, and obligation contained in or arising under their respective Guaranty Agreement and the other Loan Documents as if each were separately stated herein and made as of the date hereof.

Darrell Hall

THE STATE OF ILLINOIS

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COUNTY OF COOK

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This instrument was acknowledged before me on the

day of March, 2011, by Darrell Hall

"OFFICIAL SEAL"
Michael A. Howlett
Notary Public, State of Illinois
Will County

My Commission Expires Nov. 19, 2014

Notary Public, State of Illinois

Attention: Julie Randolph Spirit of Texas Bank, ssb 625 University Drive East College Station, Texas 77840