

Note to Recording Offices: Capitalized terms used in this Note to Recording Office shall have the meanings set forth below. This instrument amends (1) **that certain Mortgage dated as of May 1, 2008 executed by Honea Properties in favor of the Lender and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080527000214730, upon which mortgage taxes have previously been paid in full;** (2) **that certain Mortgage dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Jefferson County, Alabama at Book 200513, Page 4279, upon which mortgage taxes have previously been paid in full;** (3) **that certain Absolute Assignment of Rents and Leases dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Jefferson County, Alabama at Book 200513, Page 4280;** (4) **that certain Mortgage dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Limestone County, Alabama at Book 2005, Page 60096, upon which mortgage taxes have previously been paid in full;** (5) **that certain Absolute Assignment of Rents and Leases dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Limestone County, Alabama at Book 2005, Page 60129;** (6) **that certain Mortgage dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Morgan County, Alabama at Book 2005, Page 55338, upon which mortgage taxes have previously been paid in full;** (7) **that certain Absolute Assignment of Rents and Leases dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Morgan County, Alabama at Book 2005, Page 55388;** (8) **that certain Mortgage dated of even date herewith executed by HZH in favor of Lender to be recorded in the Office of the Judge of Probate of St. Clair County, Alabama simultaneously herewith, which serves as additional security for the Obligations secured by the mortgages described above;** (9) **that certain Absolute Assignment of Rents and Leases dated of even date herewith executed by HZH in favor of Lender to be recorded in the Office of the Judge of Probate of St. Clair County, Alabama simultaneously herewith;** and (10) **any and all other Credit Documents that are inconsistent herewith. This Agreement does not otherwise increase the indebtedness due under the Credit Documents, no maturity dates are being extended by this agreement, and all applicable taxes have previously been paid in full.**

STATE OF ALABAMA)
SHELBY COUNTY)

**CROSS COLLATERALIZATION, CROSS DEFAULT AND MODIFICATION
AGREEMENT**

THIS CROSS COLLATERALIZATION, CROSS DEFAULT AND MODIFICATION AGREEMENT (this "Agreement") dated May 10, 2012 (the "Effective Date") is entered into by **REGIONS BANK**, an Alabama banking corporation and successor by merger to AmSouth Bank (the "Lender"), **H.Z.H., L.L.C.**, an Alabama limited liability company ("HZH"), **GOLDENBIRD ACQUISITION, L.L.C.**, an Alabama limited liability company ("GBA"), **INTEGRITY RESTAURANT GROUP, L.L.C.**, an Alabama limited liability company ("IRG"; and collectively with HZH and GBA, the "Borrowers"), **HONEA PROPERTIES, L.L.C.**, an Alabama limited liability company ("Honea Properties"), **INTEGRITY RESTAURANT GROUP, L.L.C.**, a Virginia limited liability company ("IRG-VA"), **INTEGRITY MANAGEMENT GROUP, L.L.C.**,

a Virginia limited liability company ("IMG"), **INTEGRITY OPERATING GROUP, L.L.C.**, an Alabama limited liability company ("IOG"), **INTEGRITY PROPERTY GROUP, L.L.C.**, an Alabama limited liability company ("IPG"), **FELICE L. HIRSCH**, an individual unmarried woman, **FELICE L. HIRSCH AS EXECUTOR OF THE ESTATE OF HAROLD Z. HIRSCH**, **FELICE L. HIRSCH AS TRUSTEE OF THE TESTAMENTARY TRUST UNDER WILL OF HAROLD Z. HIRSCH** (in her capacities, collectively, as individual, executor and trustee, "Ms. Hirsch"), **RACHEL HIRSCH SCHNEIDER (f/k/a RACHEL HIRSCH)**, an individual married woman ("Ms. Schneider"), **JENNIFER HIRSCH DOOBROW**, an individual married woman ("Ms. Doobrow"), **ROBERT S. FETKIN**, an individual married man ("Mr. Fetkin"), **MICHAEL A. BRUMAGIN**, an individual married man ("Mr. Brumagin"), **HARRIS TODD DOOBROW**, an individual married man ("Mr. Doobrow"), **MATTHEW E. TURPIN**, an individual married man ("Mr. Turpin"), and **WILLIAM J. HONEA**, an individual married man ("Mr. Honea"; and collectively with IRG-VA, IMG, IOG, IPG, Mmes Hirsch, Schneider and Doobrow and Mssrs. Fetkin, Brumagin, Doobrow and Turpin, the "Guarantors"; and the Guarantors together with the Borrowers and Honea Properties, the "Obligors").

Recitals

A. Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2.

B. The Obligors have requested that the Lender amend the terms of credit previously extended to the Borrowers, pursuant to the terms of the Credit Documents (as defined herein) and more specifically described on Exhibit A and Exhibit B attached hereto.

C. The Lender has required that the Loans be cross-defaulted and cross-collateralized as provided in this Agreement as a condition to amending the terms of the credit to the Borrowers. The Obligors have entered into this Agreement in order to induce the Lender to amend the terms of credit previously extended to the Borrowers.


Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of the mutual agreements of the parties contained in this Agreement, the Obligors and the Lender hereby agree as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 General Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:


20120514000170650 2/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

(a) Words of masculine, feminine or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

(b) All references herein to designated "Articles," "Sections" and other subdivisions or to lettered Exhibits are to the designated Articles, Sections and subdivisions hereof and the Exhibits annexed hereto unless expressly otherwise designated in context. All Article, Section, other subdivision and Exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this Agreement.

(c) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

(d) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, other subdivision or Exhibit.

(e) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.

(f) No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.

(g) All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(h) Capitalized terms not otherwise defined herein shall have the meaning assigned in the Credit Documents.

SECTION 1.2 Definitions. As used in this Agreement, the following terms are defined as follows:

(a) **Credit Documents** means this Agreement, the HZH Loan Documents, the GBA Loan Documents and all other documents now or hereafter executed or delivered in connection with the Borrowers' Obligations, as the same may be amended, modified or supplemented from time to time; **provided, however**, that for purposes of this Agreement, the Credit Documents do not include that certain Promissory Note dated of even date herewith executed by HZH in favor of the Lender in the original principal amount of \$630,656.19 (the "Swap Termination Note") or any other documents executed or delivered specifically in connection with the Swap Termination Note.

(b) **GBA Loan** means that certain loan in the original principal amount of \$2,830,000.00 evidenced by that certain Term Note, as modified, described on Exhibit A attached hereto, which loan was made available by the Lender to GBA and IRG pursuant to the terms and conditions of that certain Credit Agreement, as amended, described on Exhibit A attached hereto.

(c) **GBA Loan Documents** means the documents described on Exhibit A attached hereto and all other documents now or hereafter executed or delivered in connection with the GBA Loan.

(d) **Governmental Authority** means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(e) **HZH Loan** means that certain loan in the original principal amount of \$5,500,000.00 evidenced by that certain Note, as modified, described on Exhibit B attached hereto, which loan was made available by the Lender to HZH and IRG pursuant to the terms and conditions of that certain Credit Agreement, as amended, described on Exhibit B attached hereto.

(f) **HZH Loan Documents** means the documents described on Exhibit B attached hereto and all other documents now or hereafter executed or delivered in connection with the HZH Loan.


(g) **Lien** means any mortgage, pledge, assignment, charge, encumbrance, lien, security title, security interest or other preferential arrangement.

(h) **Loans** means, collectively, the GBA Loan and the HZH Loan.

(i) **Obligations** means (1) the payment of all amounts now or hereafter becoming due and payable under the Credit Documents, including the principal amounts of the Loans, all interest (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other fees, charges and costs (including attorneys' fees and disbursements) payable in connection therewith; (2) the observance and performance by the Borrowers of all of the provisions of the Credit Documents; (3) the payment of all sums advanced or paid by the Lender in exercising any of its rights, powers or remedies under the Credit Documents, and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein; and (4) all renewals, extensions, modifications and amendments of any of the Credit Documents, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith; **provided, however**, the Obligations shall not include any amounts due and payable under the loan evidenced by the Swap Termination Note.

(j) **Person** (whether or not capitalized) includes natural persons, sole proprietorships, corporations, trusts, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, limited liability companies and Governmental Authorities.

(k) **Property** means all property, real and personal, that is now or hereafter conveyed or assigned to the Lender, or in which the Lender is now or hereafter granted a Lien, as security for any of the Obligations.


20120514000170650 4/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

ARTICLE 2

Cross-Default, Cross-Collateralization and Modification

SECTION 2.1 Cross-Default. The occurrence of any default under any of the Credit Documents shall constitute, at the sole option of the Lender, a default under each of the other Credit Documents, giving the Lender the right, during the existence of such default, to exercise all of its rights, powers and remedies upon default under any or all of such other Credit Documents.

SECTION 2.2 Cross-Collateralization. Each of the Credit Documents that provides Property or other collateral as security for any part of the Obligations shall, and is hereby made to, secure each of the other Obligations, it being the intention of the Obligors and the Lender that all of the Obligations shall be fully cross-collateralized by all of the Credit Documents.

SECTION 2.3 Addition of IRG as Borrower. IRG is hereby added as a Borrower and Obligor under each of the Loans and Credit Documents, it being the intention of the Obligors and the Lender that each of the Credit Documents that provides Property or other collateral as security for any part of the Obligations shall, and is hereby made to, secure all Obligations of IRG, whether individually, jointly and severally with HZH and/or GBA, or otherwise.

SECTION 2.4 Modification of Credit Documents. To the extent that any of the Credit Documents are inconsistent with the provisions of this Article 2, the inconsistent provisions of such other Credit Documents are hereby modified and amended to conform to the provisions of this Article 2. Except as expressly set forth in this Article 2, the other Credit Documents shall remain in full force and effect in accordance with their terms.

SECTION 2.5 Effect of Modification. Nothing contained in this Agreement shall be deemed to impair any liens, assignments or security interests granted to the Lender under or in connection with the Credit Documents, nor affect any of the rights, powers or remedies of the Lender thereunder nor constitute a waiver of any provision thereof, except as specifically set forth in this Agreement.

ARTICLE 3

Miscellaneous

SECTION 3.1 Independent Obligations. The Obligors agree that each of the Obligations of the Obligors to the Lender under this Agreement may be enforced against each of the Obligors without the necessity of joining any other maker, endorser, surety, guarantor or other person liable for the payment of any of the Obligations, any other owners of any Property or holders of Liens thereon, or any other person, as a party.

SECTION 3.2 Heirs, Successors and Assigns. Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party, except that the Obligors may not assign or transfer this Agreement without the prior written consent of the Lender; and all covenants and agreements of the Obligors contained in this Agreement shall bind the Obligors' heirs, successors and assigns and shall inure to the benefit of the successors and assigns of the Lender.

SECTION 3.3 Governing Law. This Agreement and the other Credit Documents shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principles) except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Liens on the Property are governed by the laws of any jurisdiction other than the State of Alabama.

SECTION 3.4 Date of Agreement. The date of this Agreement is intended as a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on that date.

SECTION 3.5 Separability Clause. If any provision of the Credit Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.


SECTION 3.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 3.7 No Oral Agreements. This Agreement is the final expression of the agreement between the parties hereto, and this Agreement may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Agreement and the other Credit Documents, and there is no unwritten oral agreement between the parties hereto in existence.

SECTION 3.8 Release of the Lender. TO INDUCE THE LENDER TO EXTEND CREDIT TO THE BORROWERS AND AMEND THE TERMS OF THE CREDIT PREVIOUSLY EXTENDED TO THE BORROWERS PURSUANT TO THE TERMS OF THE CREDIT DOCUMENTS, THE OBLIGORS DO HEREBY JOINTLY AND SEVERALLY RELEASE, ACQUIT AND FOREVER DISCHARGE THE LENDER AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF ANY KIND OR NATURE (IF THERE BE ANY), WHETHER ABSOLUTE OR CONTINGENT, DISPUTED OR UNDISPUTED, AT LAW OR IN EQUITY, OR KNOWN OR UNKNOWN, THAT EACH OF THE OBLIGORS HAS AS OF THE EFFECTIVE DATE AGAINST THE LENDER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE CREDIT DOCUMENTS AND ANY OTHER ARRANGEMENTS OR TRANSACTIONS DISCUSSED HEREIN OR OTHERWISE.

SECTION 3.9 Waiver and Election. The exercise by the Lender of any option given under this Agreement shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Lender in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Credit Documents, nor consent to any departure by any of the Obligors therefrom, shall be effective unless in writing and signed by an authorized officer of the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Obligors in any case shall entitle the Obligors to any other or further notice or demand in similar or other circumstances.

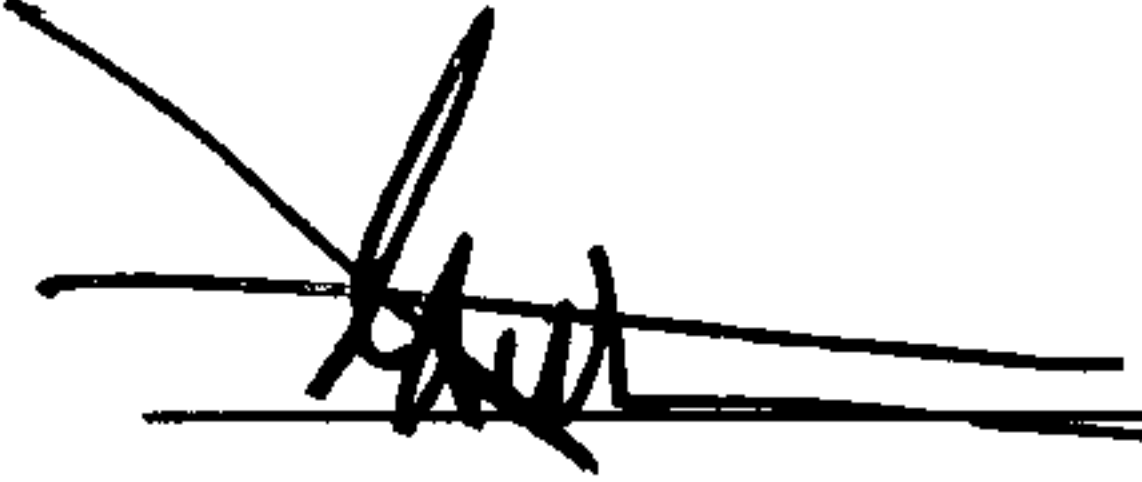
[Remainder of page intentionally left blank]


20120514000170650 7/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

IN WITNESS WHEREOF, the Obligors and the Lender have caused this Agreement to be dated as of the date first set forth above and to be duly executed and delivered.

"The Lender":

REGIONS BANK, an Alabama banking corporation

By: 
Name: E. T. HUTTON, II
Its: VICE PRESIDENT

STATE OF ALABAMA)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that E. T. Hutton, II, whose name as Vice President of REGIONS BANK, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Vice President and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 8/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

“The Borrowers”:

H.Z.H., L.L.C., an Alabama limited liability company

By: *Felice L. Hirsch*

Name: Felice L. Hirsch

Its: Manager

New York
STATE OF ~~ALABAMA~~)

COUNTY OF *Kings*)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Felice L. Hirsch, whose name as manager of H.Z.H., L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10 day of May, 2012.

Thomas Edward Crockett
Notary Public, State of New York
No. 01CR6233868
Qualified in Kings County
Commission Expires Jan. 03, 2015

[Signature]
Notary Public

AFFIX SEAL

My commission expires: *Jan 3 2015*



20120514000170650 9/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

GOLDENBIRD ACQUISITION, L.L.C., an
Alabama limited liability company

By: 1218, L.L.C.
Its: Member

By: Harris Todd Doobrow
Name: Harris Todd Doobrow
Its: Member

STATE OF ALABAMA)

COUNTY OF Jefferson)

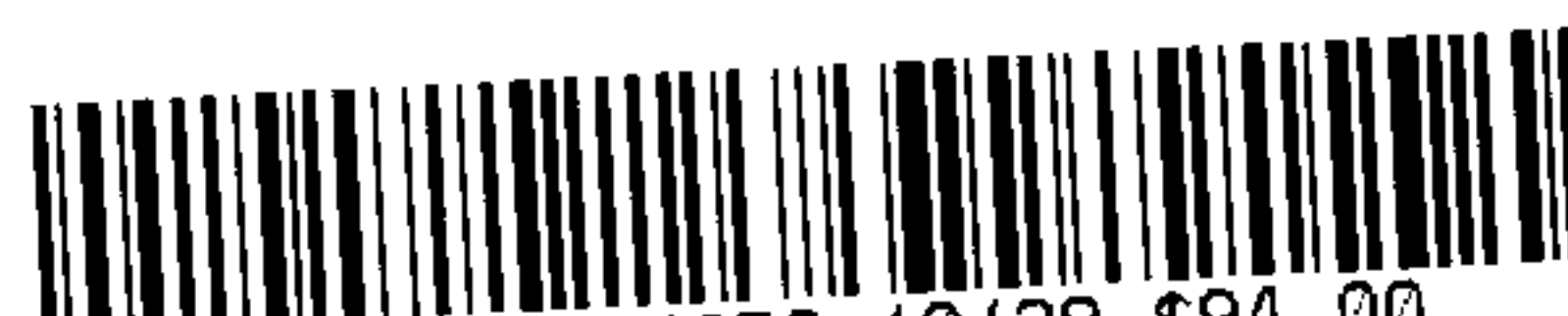
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harris Todd Doobrow, whose name as member of 1218, L.L.C., as member of GOLDENBIRD ACQUISITION, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

R. Paul Davis
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 10/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

INTEGRITY RESTAURANT GROUP, LLC, an
Alabama limited liability company

By: [Signature]
Name: Robert S. Fetkin
Its: Manager

STATE OF Alabama)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S. Fetkin, whose name as Manager of INTEGRITY RESTAURANT GROUP, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 11/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

“Honea Properties”:

HONEA PROPERTIES, L.L.C., an Alabama
limited liability company

By: [Signature]
Name: William J. Honea
Its: Manager

STATE OF ALABAMA)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William J. Honea, whose name as Manager of HONEA PROPERTIES, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 12/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

“The Guarantors”:

INTEGRITY RESTAURANT GROUP, L.L.C., a
Virginia limited liability company

By: [Signature]
Name: Robert S. Fetkin
Its: Manager

STATE OF Alabama)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S. Fetkin, whose name as Manager of INTEGRITY RESTAURANT GROUP, L.L.C., a Virginia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 13/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

INTEGRITY MANAGEMENT GROUP, L.L.C.,
a Virginia limited liability company

By: [Signature]
Name: Robert S. Fetkin
Its: Manager

STATE OF Alabama)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S. Fetkin, whose name as Manager of INTEGRITY MANAGEMENT GROUP, L.L.C., a Virginia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 14/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

INTEGRITY OPERATING GROUP, L.L.C., an
Alabama limited liability company

By: [Signature]
Name: Robert S. Fetkin
Its: Manager

STATE OF Alabama)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S. Fetkin, whose name as Manager of INTEGRITY OPERATING GROUP, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 15/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

INTEGRITY PROPERTY GROUP, L.L.C., an
Alabama limited liability company

By: [Signature]
Name: Robert S. Fetkin
Its: Manager

STATE OF Alabama)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S. Fetkin, whose name as Manager of INTEGRITY PROPERTY GROUP, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of May, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 16/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

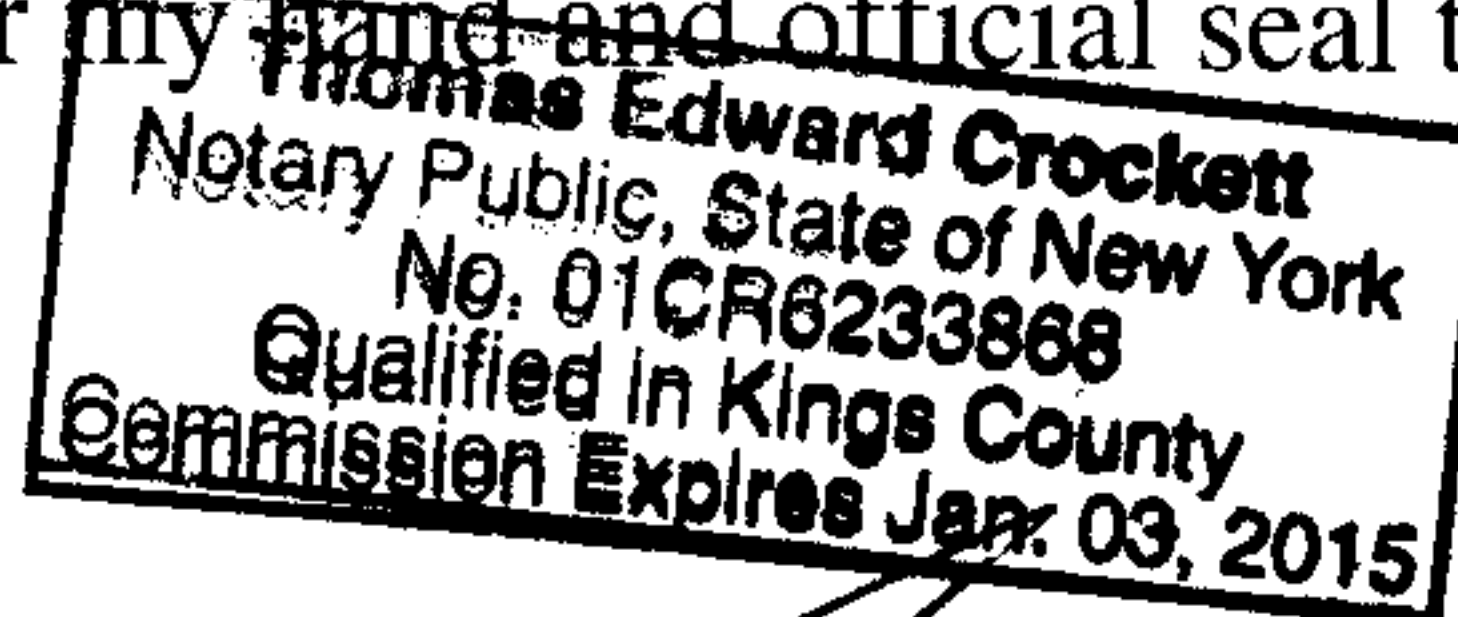
New York
STATE OF ~~ALABAMA~~

COUNTY OF Kings

Felice L. Hirsch
FELICE L. HIRSCH

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Felice L. Hirsch, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10 day of May, 2012.



[Signature]
Notary Public

AFFIX SEAL

My commission expires: Jan 3 2015

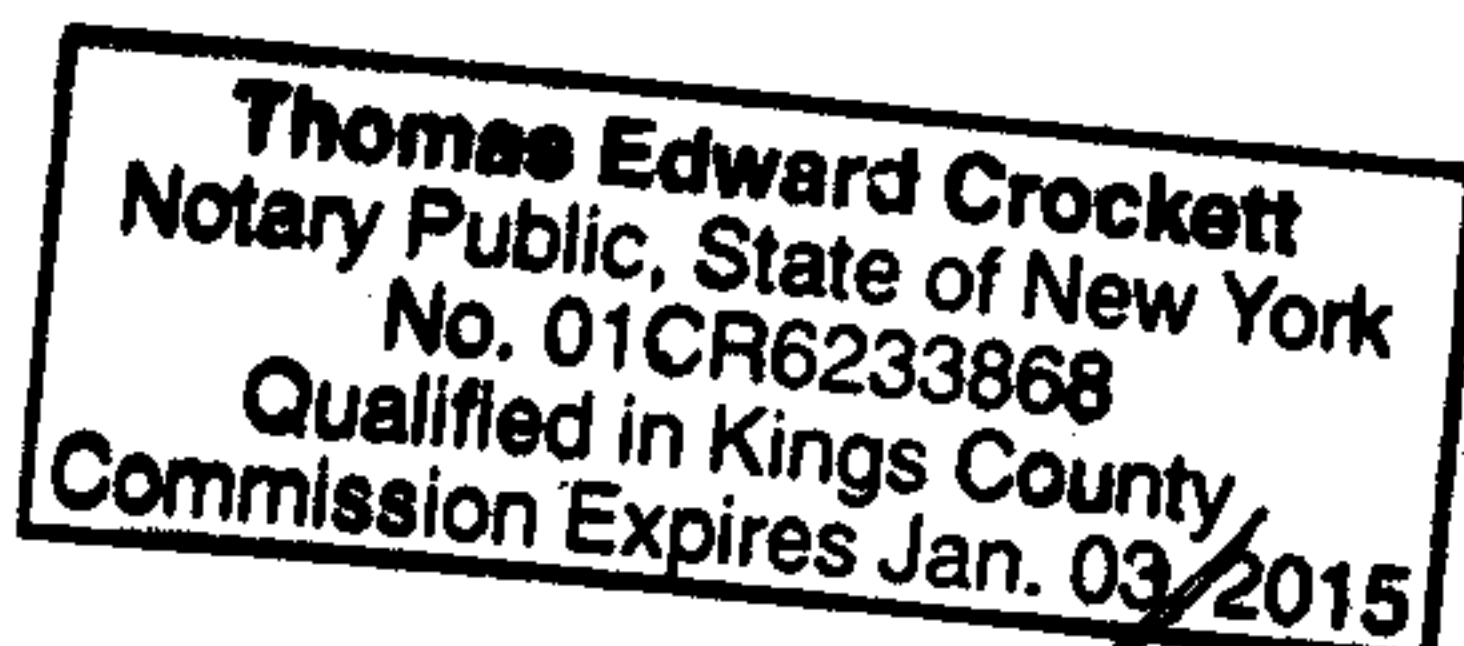
New York
STATE OF ~~ALABAMA~~

COUNTY OF Kings

Felice L. Hirsch
FELICE L. HIRSCH, AS EXECUTOR OF THE
ESTATE OF HAROLD Z. HIRSCH

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Felice L. Hirsch, whose name as Executor of the Estate of Harold Z. Hirsch is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such executor and with full authority, executed the same voluntarily for and as the act of said estate.

Given under my hand and official seal this the 10 day of May, 2012.



[Signature]
Notary Public

AFFIX SEAL

My commission expires: Jan 3 2015



20120514000170650 17/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

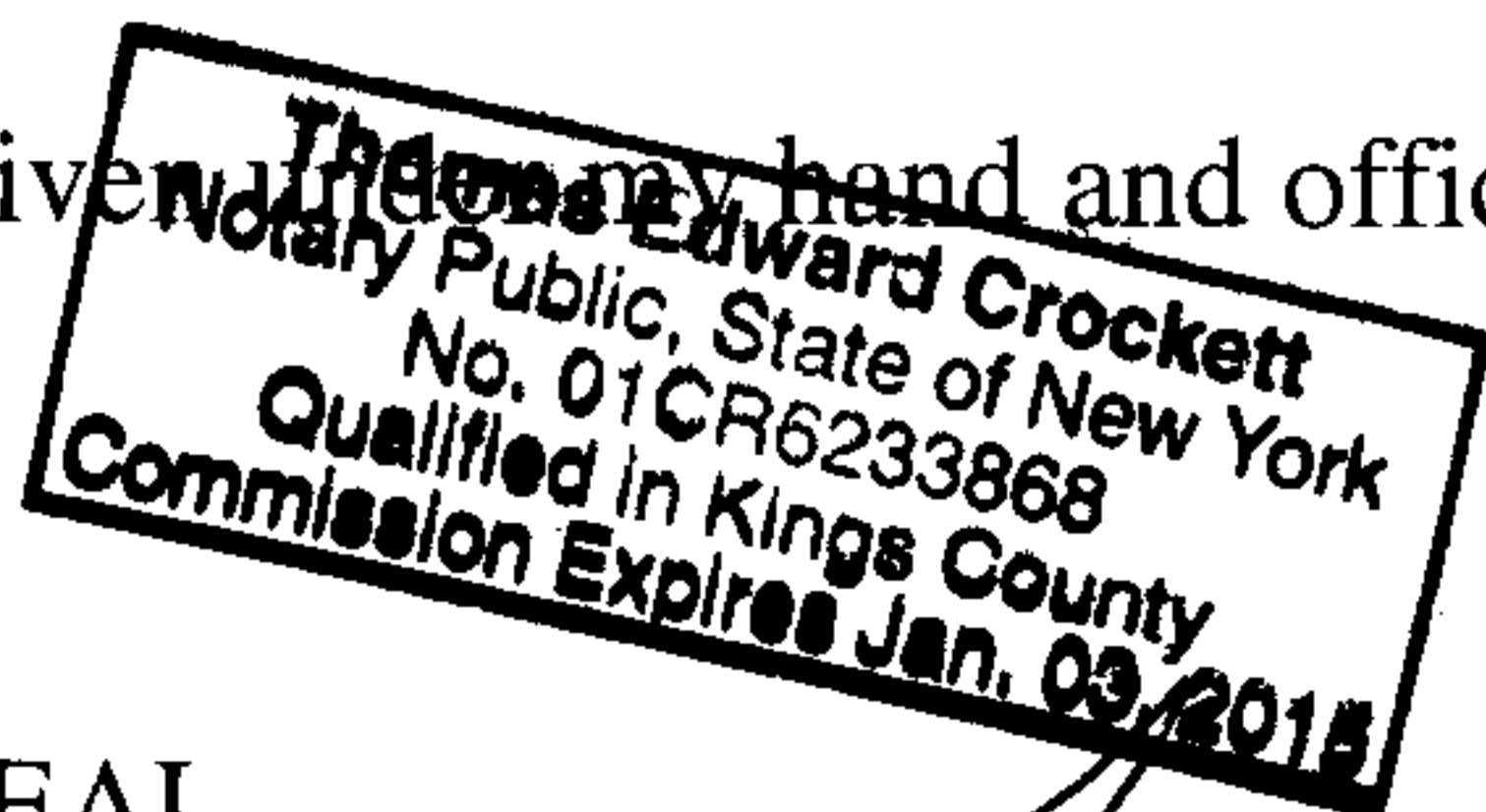
Felice L. Hirsch

**FELICE L. HIRSCH, AS TRUSTEE OF THE
TESTAMENTARY TRUST UNDER WILL OF
HAROLD Z. HIRSCH**

New York
STATE OF ~~ALABAMA~~
Kings
COUNTY OF

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Felice L. Hirsch, whose name as Trustee of the Testamentary Trust under Will of Harold Z. Hirsch is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such trustee and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this the 10 day of May, 2012.



[Signature]
Notary Public

AFFIX SEAL

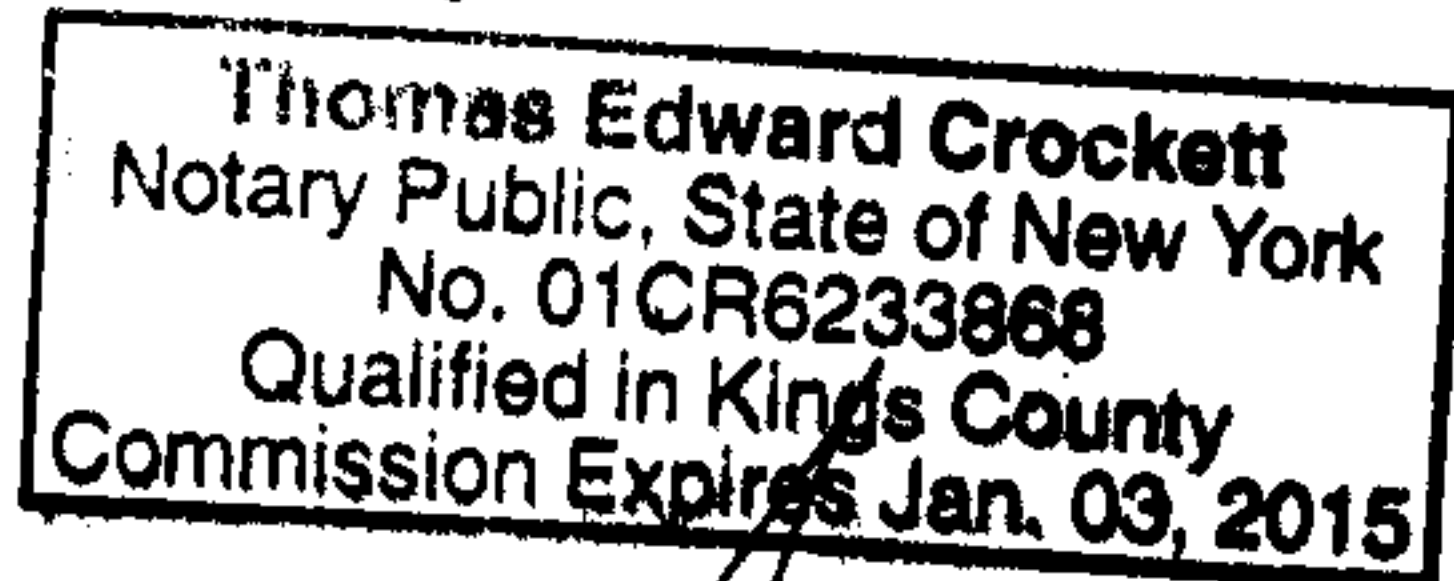
My commission expires: Jan 3 2015

Rachel Hirsch Schneider
**RACHEL HIRSCH SCHNEIDER (f/k/a
RACHEL HIRSCH)**

New York
STATE OF
Kings
COUNTY OF

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rachel Hirsch Schneider (f/k/a Rachel Hirsch), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10 day of May, 2012.



[Signature]
Notary Public

AFFIX SEAL

My commission expires: Jan 3 2015



20120514000170650 18/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

JENNIFER HIRSCH DOOBROW

**FELICE L. HIRSCH, AS TRUSTEE OF THE
TESTAMENTARY TRUST UNDER WILL OF
HAROLD Z. HIRSCH**

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Felice L. Hirsch, whose name as Trustee of the Testamentary Trust under Will of Harold Z. Hirsch is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such trustee and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this the ____ day of May, 2012.

Notary Public

AFFIX SEAL

My commission expires: _____

**RACHEL HIRSCH SCHNEIDER (f/k/a
RACHEL HIRSCH)**

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rachel Hirsch Schneider (f/k/a Rachel Hirsch), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of May, 2012.

Notary Public

AFFIX SEAL

My commission expires: _____



20120514000170650 19/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

Jennifer Hirsch Doobrow
JENNIFER HIRSCH DOOBROW

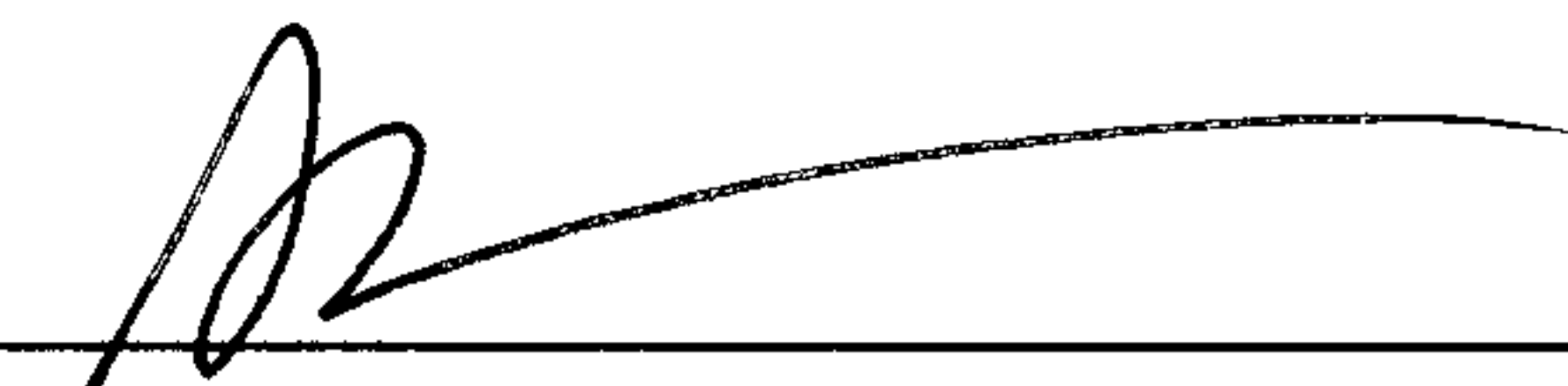
STATE OF ALABAMA)

~~JENNIFER HIRSCH DOOBROW~~
(signature on previous page)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jennifer Hirsch Doobrow, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

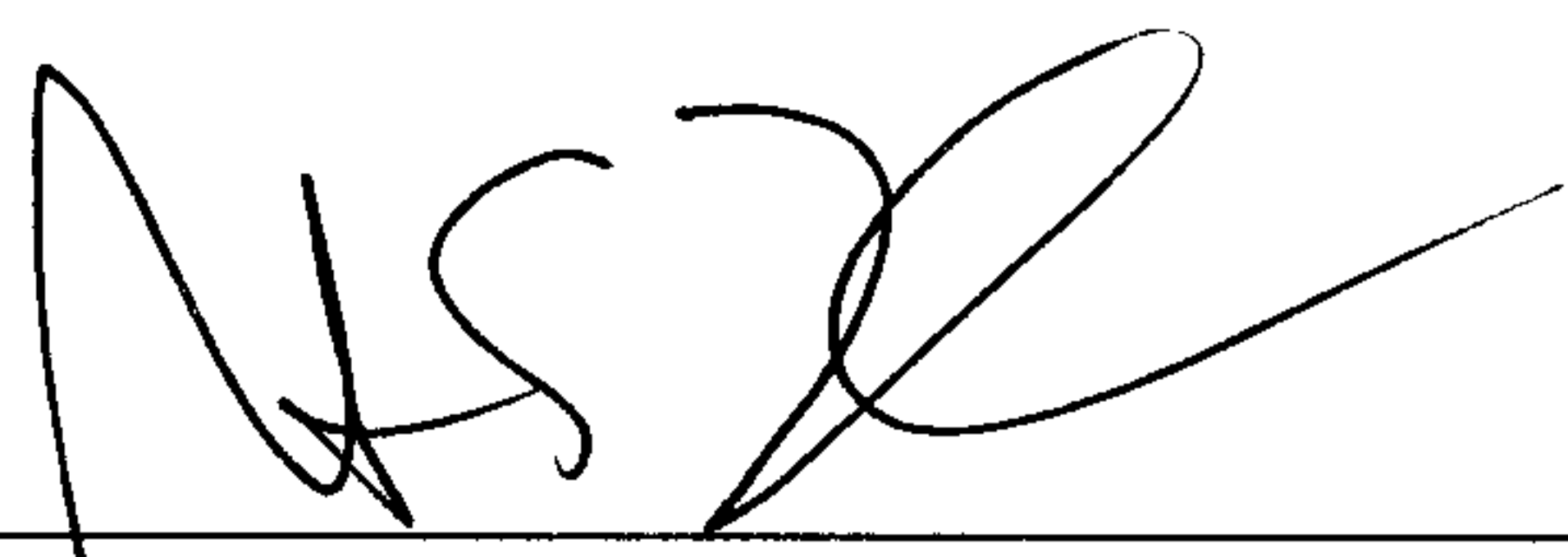
Given under my hand and official seal this the 9th day of May, 2012.



Notary Public

AFFIX SEAL

My commission expires: _____
MY COMMISSION EXPIRES MAY 17, 2014



ROBERT S. FETKIN

STATE OF Alabama)

COUNTY OF Jefferson)

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


Given under my hand and official seal this the 10th day of May, 2012.



Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 20/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT


MICHAEL A. BRUMAGIN

STATE OF Alabama)

COUNTY OF Jefferson)

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

Given under my hand and official seal this the 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 4-28-14


HARRIS TODD DOOBROW

STATE OF ALABAMA)

COUNTY OF Jefferson)


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

Given under my hand and official seal this the 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 21/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT


MATTHEW E. TURPIN

STATE OF ALABAMA)

COUNTY OF Jefferson)

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

Given under my hand and official seal this the 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 4-28-14

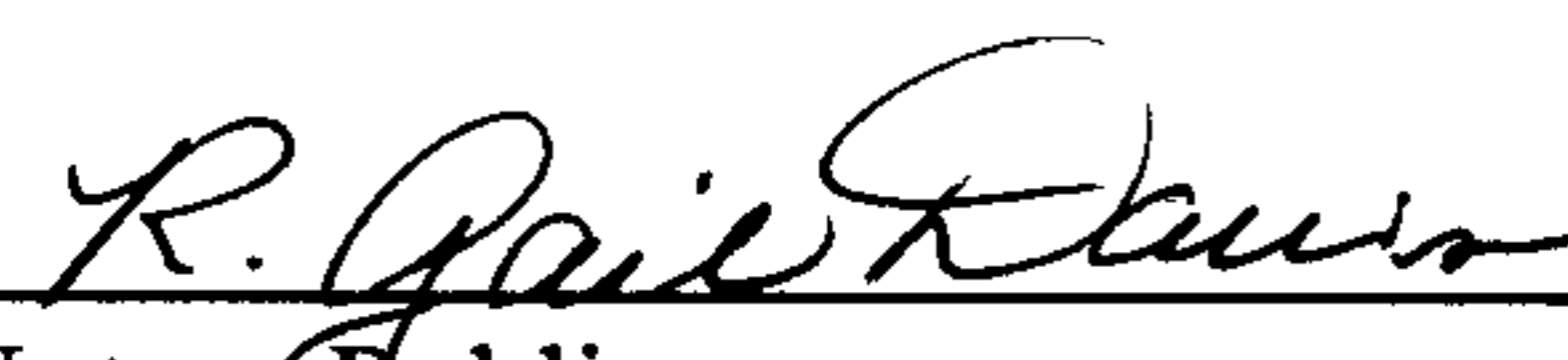

WILLIAM J. HONEA

STATE OF ALABAMA)

COUNTY OF Jefferson)


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

Given under my hand and official seal this the 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 4-28-14


20120514000170650 22/28 \$94.00
Shelby Cnty Judge of Probate, AL
05/14/2012 03:13:12 PM FILED/CERT

This instrument prepared by:
Christine Keifer Borton
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203
(205) 254-1000

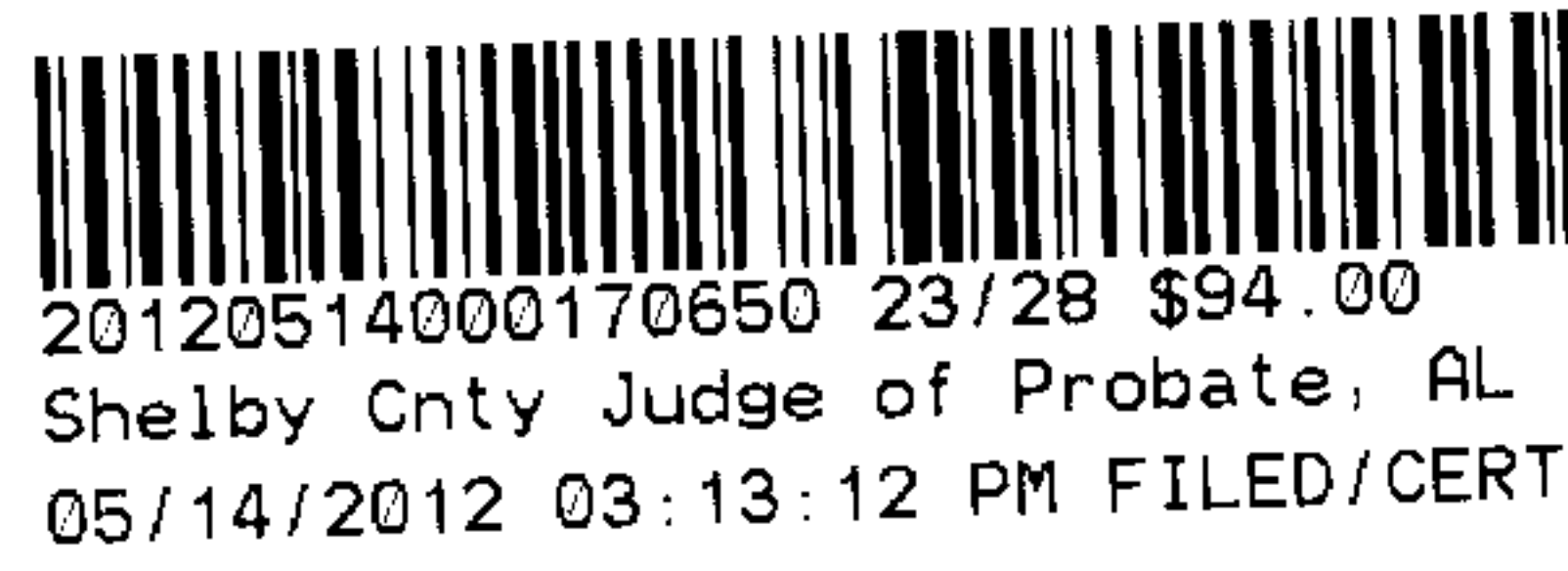


EXHIBIT A

GBA Loan Documents

The "**GBA Loan Documents**" referred to in this Agreement include the following:

(a) Credit Agreement dated as of May 1, 2008 executed by GBA and the Lender, as amended by those certain letter agreements dated September 23, 2010, November 23, 2010 and May 23, 2011, and as further amended by that certain Amendment to Credit Agreement and Assumption executed by GBA, IRG and Lender simultaneously herewith.

(b) Term Note dated May 23, 2008 in the principal amount of \$2,830,000.00 executed by GBA in favor of Lender, as modified by that certain Note Modification Agreement and Assumption executed by GBA and IRG in favor of Lender simultaneously herewith.

(c) Limited Guaranty Agreement dated as of May 1, 2008 executed by Matthew E. Turpin in favor of the Lender, as amended by that certain First Amendment to Limited Guaranty Agreement executed by Matthew E. Turpin in favor of the Lender simultaneously herewith.

(d) Limited Guaranty Agreement dated as of May 1, 2008 executed by William J. Honea in favor of the Lender, as amended by that certain First Amendment to Limited Guaranty Agreement executed by William J. Honea in favor of the Lender simultaneously herewith.

(e) Limited Guaranty Agreement dated as of May 1, 2008 executed by Harris T. Doobrow in favor of the Lender, as amended by that certain First Amendment to Limited Guaranty Agreement executed by Harris T. Doobrow in favor of the Lender simultaneously herewith.

(f) Guaranty Agreement executed simultaneously herewith by Robert S. Fetkin in favor of the Lender.

(g) Guaranty Agreement executed simultaneously herewith by Michael A. Brumagin in favor of the Lender.

(h) Guaranty Agreement executed simultaneously herewith by Felice L. Hirsch in favor of the Lender.

(i) Guaranty Agreement executed simultaneously herewith by HZH in favor of the Lender.

(j) Guaranty Agreement executed simultaneously herewith by Integrity Restaurant Group, L.L.C. in favor of the Lender.

(k) Guaranty Agreement executed simultaneously herewith by Integrity Management Group, L.L.C. in favor of the Lender.

(l) Guaranty Agreement executed simultaneously herewith by Integrity Property Group, L.L.C. in favor of the Lender.

(m) Guaranty Agreement executed simultaneously herewith by Integrity Operating Group, L.L.C. in favor of the Lender.

(n) Mortgage dated as of May 1, 2008 executed by Honea Properties in favor of the Lender and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080527000214730.

(o) Security Agreement (General) dated as of May 1, 2008 executed by GBA in favor of the Lender.

(p) Environmental Certification & Indemnity Agreement dated as of May 1, 2008 executed by Honea Properties, L.L.C. in favor of the Lender, as amended by that certain First Amendment and Joinder to Environmental Certification & Indemnity Agreement executed by GBA, IRG, Honea Properties, L.L.C., Matthew E. Turpin, William J. Honea, Harris T. Doobrow, Robert S. Fetkin, Michael A. Brumagin, Felice L. Hirsch, HZH, Integrity Restaurant Group, L.L.C., Integrity Management Group, L.L.C., Integrity Property Group, L.L.C. and Integrity Operating Group, L.L.C. in favor of the Lender simultaneously herewith.

(q) Subordination Agreement dated as of May 1, 2008 executed by GBA, HZH and the Lender.

(r) Subordination Agreement of Manager executed by GBA, HZH, IRG and the Lender simultaneously herewith.

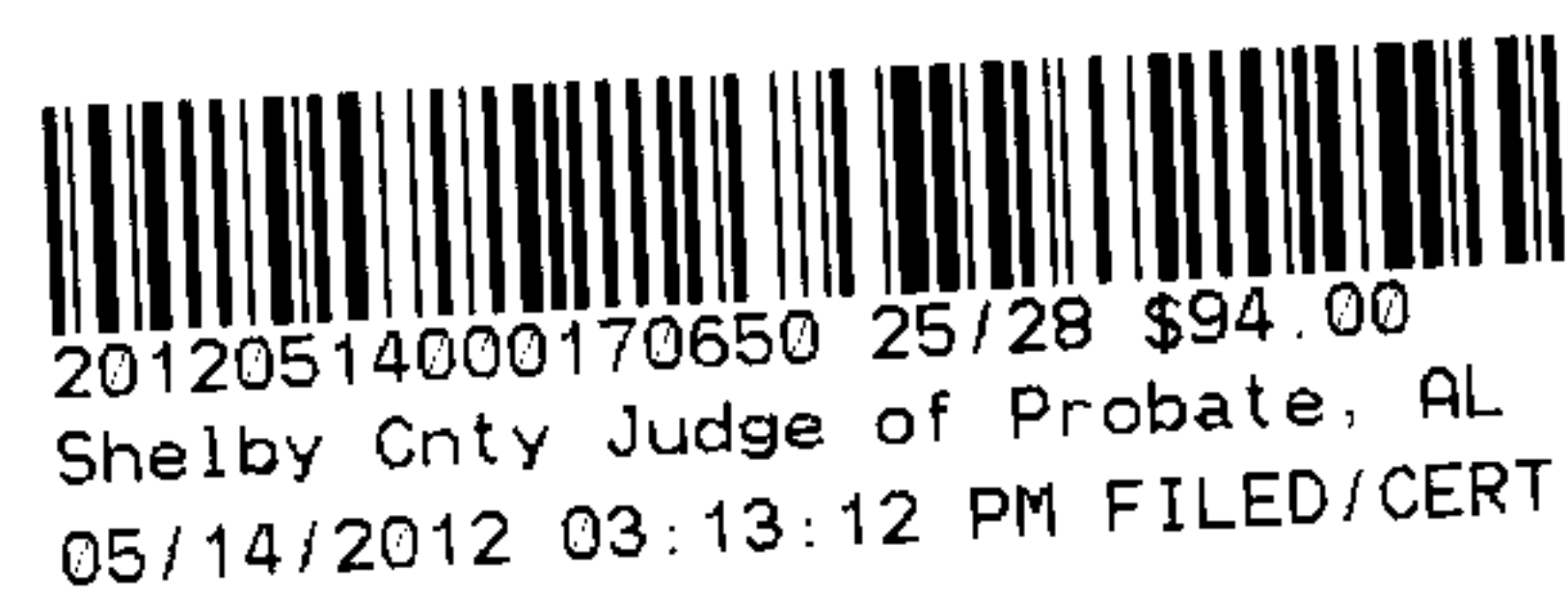


EXHIBIT B

HZH Loan Documents

The "**HZH Loan Documents**" referred to in this Agreement include the following:

(a) Credit Agreement dated September 1, 2005 executed by HZH and Golden Bird Enterprises, L.L.C. and Lender, as modified by that certain First Modification and Release Agreement dated June 12, 2008 executed by HZH, Harold Z. Hirsch and Lender, as further modified by that certain First Amendment to Credit Agreement dated July 1, 2008 executed by HZH and Lender, and as further modified by that certain Second Amendment to Credit Agreement and Assumption executed by HZH, IRG and Lender simultaneously herewith.

(b) Note dated as of September 28, 2005 in the principal amount of \$5,500,000.00 executed by HZH and Golden Bird Enterprises, L.L.C. in favor of Lender, as modified by that certain First Modification and Release Agreement dated as of June 12, 2008 executed by HZH, Harold Z. Hirsch and Lender, as further modified by that certain Note Modification Agreement dated as of July 1, 2008 executed by HZH in favor of Lender, and as further modified by that certain Second Note Modification Agreement and Assumption executed simultaneously herewith by HZH and IRG in favor of Lender.

(c) Mortgage dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Jefferson County, Alabama at Book 200513, Page 4279.

(d) Mortgage dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Limestone County, Alabama at Book 2005, Page 60096.

(e) Mortgage dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Morgan County, Alabama at Book 2005, Page 55338.

(f) Mortgage dated April 13, 2007 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama at Book 2007, Page 39731.

(g) Mortgage dated of even date herewith executed by HZH in favor of Lender to be recorded in the Office of the Judge of Probate of St. Clair County, Alabama simultaneously herewith.

(h) Absolute Assignments of Rents and Leases dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Jefferson County, Alabama at Book 200513, Page 4280.

(i) Absolute Assignments of Rents and Leases dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Limestone County, Alabama at Book 2005, Page 60129.

(j) Absolute Assignments of Rents and Leases dated September 1, 2005 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Morgan County, Alabama at Book 2005, Page 55388.

(k) Absolute Assignment of Rents and Leases dated April 13, 2007 executed by HZH in favor of Lender and recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama at Book 2007, Page 39735.

(l) Absolute Assignment of Rents and Leases dated of even date herewith executed by HZH in favor of Lender to be recorded in the Office of the Judge of Probate of St. Clair County, Alabama simultaneously herewith.

(m) Unconditional Continuing Guaranty dated March 6, 2009 executed by Felice L. Hirsch, Felice L. Hirsch as Executor of the Estate of Harold Z. Hirsch, and Felice L. Hirsch as Trustee of the Testamentary Trust under Will of Harold Z. Hirsch in favor of the Lender, as amended by that certain First Amendment to Unconditional Continuing Guaranty executed simultaneously herewith by Felice L. Hirsch, Felice L. Hirsch as Executor of the Estate of Harold Z. Hirsch, and Felice L. Hirsch as Trustee of the Testamentary Trust under Will of Harold Z. Hirsch in favor of the Lender.

(n) Unconditional Continuing Guaranty dated March 9, 2009 executed by Rachel Hirsch in favor of the Lender, as amended by that certain First Amendment to Unconditional Continuing Guaranty executed simultaneously herewith by Rachel Hirsch Schneider (f/k/a Rachel Hirsch) in favor of the Lender.

(o) Unconditional Continuing Guaranty dated March 8, 2009 executed by Jennifer Hirsch Doobrow in favor of the Lender, as amended by that certain First Amendment to Unconditional Continuing Guaranty executed simultaneously herewith by Jennifer Hirsch Doobrow in favor of the Lender.

(p) Guaranty Agreement executed simultaneously herewith by Robert S. Fetkin in favor of the Lender.

(q) Guaranty Agreement executed simultaneously herewith by Michael A. Brumagin in favor of the Lender.

(r) Guaranty Agreement executed simultaneously herewith by Harris Todd Doobrow in favor of the Lender.

(s) Guaranty Agreement executed simultaneously herewith by GBA in favor of the Lender.

(t) Guaranty Agreement executed simultaneously herewith by Integrity Restaurant Group, L.L.C. in favor of the Lender.

(u) Guaranty Agreement executed simultaneously herewith by Integrity Management Group, L.L.C. in favor of the Lender.

(v) Guaranty Agreement executed simultaneously herewith by Integrity Property Group, L.L.C. in favor of the Lender.

(w) Guaranty Agreement executed simultaneously herewith by Integrity Operating Group, L.L.C. in favor of the Lender.

(x) Environmental Indemnity Agreement dated September 1, 2005 executed by HZH, Golden Bird Enterprises, L.L.C. and Harold Z. Hirsch in favor of the Lender, as modified by that certain First Modification and Release Agreement dated as of June 12, 2008 executed by HZH, Harold Z. Hirsch and Lender, as amended by that certain First Amendment and Joinder to Environmental Indemnity Agreement executed by HZH, IRG, Felice L. Hirsch, Felice L. Hirsch as Executor of the Estate of Harold Z. Hirsch, Felice L. Hirsch as Trustee of the Testamentary Trust under Will of Harold Z. Hirsch, Rachel Hirsch Schneider (f/k/a Rachel Hirsch), Jennifer Hirsch Doobrow, Robert S. Fetkin, Michael A. Brumagin, Harris Todd Doobrow, GBA, Integrity Restaurant Group, L.L.C., Integrity Management Group, L.L.C., Integrity Property Group, L.L.C. and Integrity Operating Group, L.L.C. in favor of Lender simultaneously herewith.

(y) Subordination Agreement of Manager executed by GBA, HZH, IRG and the Lender simultaneously herewith.

