

COMMERCIAL LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Office	Initials
\$8,707,500.00	01-02-2015	12-28-2021					
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrowers: Alamo Dynamic, LLC &
Fresh Acquisitions, LLC
120 Chula Vista
Hollywood Park, Texas 79404

Lender: ARIZONA BANK & TRUST
Camelback Office
2036 Camelback Rd.
Phoenix, Arizona 85016

THIS COMMERCIAL LOAN AGREEMENT (this "Agreement") dated January 2, 2015 ("Effective Date"), is made and executed between ALAMO DYNAMIC, LLC, a Texas limited liability limited company and FRESH ACQUISITIONS, LLC, a Delaware limited liability company (collectively, "Borrower") and ARIZONA BANK & TRUST ("Lender") on the following terms and conditions. Borrower has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extensions of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

LOAN. The Lender agrees, as of the date all Parties execute this Agreement, to extend to the Borrower a business purpose loan in the principal amount of Eight Million Seven Hundred Seven Thousand Five Hundred and No/100 Dollars (\$8,707,500.00) (the "Loan") for use in the refinancing of a portion of the acquisition cost of Borrower's business including those certain commercial properties located at 1001 E. 33rd St., Lubbock, Texas and 3220 Juniper Ave., Lubbock, Texas (collectively, the "Property"). The Loan shall be evidenced by a Promissory Note (the "Note") in a form substantially similar to **Exhibit "A"** attached hereto. The Loan shall accrue interest (the "Note Interest Rate") until paid in full at the rate of 5.15% per annum. Borrower shall make monthly payments of principal and interest on this Note as follows: principal payments and interest payments on the Loan amortized over twenty (20) years in the amount of Fifty Eight Thousand Five Hundred Thirty Eight and 86/100 Dollars (\$58,538.86). Such monthly payments shall be due and payable on the twenty-eighth (28th) day of each and every month, beginning on January 28, 2015, and shall continue through the Maturity Date as defined below, at which time the entire principal balance, together with all accrued, unpaid interest and other charges provided for under this Note shall be all due and payable. The Maturity Date shall be the earlier of December 28, 2021, or any earlier date on which the Note shall be required to be paid in full whether by acceleration, prepayment or otherwise (the "Maturity Date"). At the Maturity Date, the entire outstanding principal balance, all accrued and unpaid interest, and all other amounts owed under the Note shall be due and payable. Borrower may prepay the Note, but subject to the Prepayment Penalty and the other terms and conditions of this Agreement relating to prepayment of the Note. A prepayment penalty shall apply if Borrower prepays any portion of the unpaid principal balance by obtaining funds of a loan, refinance, and/or sale of Borrower's assets other than in the ordinary course of business (but no such prepayment penalty shall apply if Borrower generates prepayment funds from operating income in the ordinary course) as follows: (1) if in the first year, 3% of the amount prepaid shall apply as a prepayment penalty; (2) if in the second year, 2% of the amount prepaid shall apply as a prepayment penalty, and (3) if in the third year through the eve of the Maturity Date, 1% of the amount prepaid shall apply as a prepayment penalty ("Prepayment Penalty"). Interest on the Note shall be calculated on the basis of a 360-day year and charged for the actual number of days elapsed. In any event, even upon full repayment of the Note during a given month and in addition to any and all other fees, costs, penalties, and expenses payable by Borrower hereunder, Borrower understands that Lender is entitled to a minimum interest charge of \$50 for any monthly period during which any portion of the principal amount of the Note is outstanding. Upon the occurrence and during the continuance of any Event of Default, the amounts outstanding, due or becoming due under the Note, shall bear interest at the Default Rate (as defined in the Note) from the date of such Event of Default until paid. In no event whatsoever shall the amount of interest paid or agreed to be paid to Lender pursuant to the Note or this Agreement exceed the highest lawful rate of interest permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision of the Note and this Agreement shall involve exceeding the lawful rate of interest which a court of competent jurisdiction may deem applicable hereto ("Excess Interest"), then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under such law and if, for any reason whatsoever, Lender shall receive as interest an amount which would be deemed unlawful under such applicable law, such interest shall be applied to principal owed under the Note (whether or not due and payable), and not to the payment of interest, or shall be refunded to Borrower if the Note has been paid in full. Neither Borrower nor any guarantor, endorser, surety or other obligor of the Note shall have any action against Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest.

SECURITY FOR THE LOAN. The Note and all other Borrower obligations shall be secured by the following:

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- (a) A Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Rents in the form attached as **Exhibit "B"** and incorporated herein by reference, on 1001 E. 33rd St., Lubbock, Texas, including all fixtures, goods to become fixtures, furnishings, furniture and equipment owned by Borrower at such property (the "33rd St. DOT");
- (b) A Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Rents in the form attached as **Exhibit "C"** and incorporated herein by reference, on 3220 Juniper Ave, Lubbock, Texas, including all fixtures, goods to become fixtures, furnishings, furniture and equipment owned by Borrower at such property (the "Juniper DOT");
- (c) A Subordination of Management Agreement in the form attached as **Exhibit "D"** and incorporated herein by reference;
- (d) A series of Guaranties executed by Larry and Rachel Harris, husband and wife, Brian Padilla, a married man, Jason and Tara Kemp, husband and wife, Allen Jones, a single man, FMP SA Management Group, LLC, a Texas limited liability company, Alamo Furr's II, LLC, a Texas limited liability company, and Alamo Furr's, LLC, a Texas limited liability company (collectively, "Guarantor") in favor of Lender (the "Guaranty") in the forms attached hereto as **Group Exhibit "E"**; and
- (e) An Agreement to Provide Insurance in the form attached as **Exhibit "F"** and incorporated herein by reference.

TERM. This Agreement shall be effective as of January 2, 2015 and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LOAN FEES. In consideration of the Lender's commitment to make this Loan, Borrower shall pay to Lender a loan origination fee of \$45,000 plus all of Lender's expenses incurred in connection with the negotiation, drafting, execution and delivery of the Loan and its administration which may include, but is not limited to, recording fees, transfer fees, documentary fees, escrow fees, title insurance fees, appraisal fees, updated title report fees, attorneys' fees, ordinary course collateral review and any other reasonable Lender expenses related to this Loan. Borrower shall be responsible to obtain, at its cost and expense, an TLTA Owner's Policy covering the Property. Lender and Borrower shall each pay one-half of the cost of the Environmental Phase 1 and Property Condition Assessment Report prepared by AEI.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender is making only one advance under this Loan which advance shall be made at the Closing and Lender shall have no obligation to make any other advances under this Loan. Lender's obligation to make this Advance (or each and every subsequent Advance under this Agreement in the event this Loan is subsequently modified) shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall deliver to Lender the following duly executed documents for the Loan: (1) the Note; (2) evidence of insurance as required below; (3) all guaranties; (4) the 33rd St. and Juniper DOTs; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

ADDITIONAL CONDITIONS TO CLOSING; LOAN TERMS/COVENANTS.

- (a) Lender shall have received, reviewed and approved the appraisals on the Property prior to closing;
- (b) Lender reviewing and approving the condition of title and obtaining any title insurance as desired by Lender on the Property being pledged as collateral.
- (c) The Guarantors shall have executed the Guaranties pursuant to which they shall be jointly and severally personally liable for (i) the punctual payment and performance of the Indebtedness (as defined in the Guaranty) as and when the

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same shall be due and payable, whether on the scheduled payment date, by lapse of time, by acceleration of maturity or otherwise, (ii) performance of all covenants and agreements made by Borrower to Lender under the Documents, and (iii) indemnification of Lender against all loss, cost, liability, or expense, including attorneys' fees and costs, that Lender may suffer by reason of Borrower's failure to pay the Indebtedness or to perform the covenants and agreements under the Loan Documents, or arising as a result of any representation, warranty, or covenant of Guarantor being false, incorrect, incomplete, or misleading in any material respect.

REPRESENTATIONS AND WARRANTIES. Each Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan:

Organization. Borrower (as to each) is a limited liability company which is, and at all times shall be validly existing, and in good standing under the laws of the state in which it was organized. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains a principal office within the State of Texas at 120 Chula Vista, Hollywood Park, TX 79404 where it keeps its books and records, including its records concerning the Collateral. Borrower may designate another principal office within the state of Texas to Lender in writing at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in Borrower's name. Borrower may not change the state of Borrower's state of organization. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities except for any such instances of noncompliance as would not have a material adverse effect upon the Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: Fresh Acquisitions, LLC: d/b/a/ Furr's Cafeteria or Furr's Buffet; Alamo Dynamic, LLC: **None** other than its formal name or such name without the LLC designation.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower, do not require the consent or approval of any other person, regulatory authority, or governmental body, or if required such consent or approval has been obtained, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's certificate of formation, articles of organization, company agreements, operating agreements or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties. Borrower has the power and authority to enter into the Note and the Related Documents and to grant collateral as security for the Loan, and Borrower has the further power and authority to own and to hold all of Borrower's assets and properties, and to carry on Borrower's business as presently conducted.

Financial Information. Each of Borrower's financial statements supplied to Lender accurately and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, including as set forth on **Schedule 1** attached hereto, and except for property tax liens for taxes not yet delinquent, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, including as set forth on **Schedule 2** attached hereto, Borrower represents and warrants that; (1) During the period of Borrower's ownership of Borrower's Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral; and (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters.

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Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing, including as set forth on **Schedule 3** attached hereto.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges that have become due and payable have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or effecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

Employee Benefit Plans. Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Regulations T and U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

Information. All Information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such Information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading,

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Debt Service Coverage Ratio. Borrower shall maintain a minimum Debt Service Coverage Ratio ("DSCR") of 1.25:1 measured at the end of each quarter. DSCR is defined as (a) sum of net income, interest expense, and depreciation & amortization expense, tax, and lease & rental expense divided by (b) the sum of current maturities of long term debt and capital leases that is payable for a period more than one year, plus interest expense and lease & rental expense which were expended in the same twelve month period. DSCR will be tested quarterly during the Term of this Agreement on a trailing 12 month basis beginning June 30, 2015, except that testing of quarters ending June 30, 2015 and September 30, 2015 shall be tested based on an annualized year to date performance. Additionally, the current maturities of long term debt and capital leases shall be adjusted for the covenant tests ending June 30, 2015 and September 30, 2015 using 50% of the current maturities of long term debt and capital leases for the June 30, 2015 test and 75% of the current maturities of long term debt for the September 30, 2015 test.

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Cash Flow Leverage Ratio. At all times during the term of the Loan, Borrower shall maintain a minimum Cash Flow Leverage Ratio ("CFLR") during the term of this Agreement of: 6.0:1.0 for the quarters ending June 30, 2015 and September 30, 2015; 5.50:1 for the quarters ending December 31, 2015 through September 30, 2016; 4.50:1 for the quarters ending December 31, 2016 through September 30, 2017; 3.50:1 for the quarters ending December 31, 2017 through September 30, 2018; and 2.50:1 for the quarters ending December 31, 2018 through the remaining Term of the Loan. CFLR is defined as the sum of all outstanding interest-bearing liabilities of Borrower (excluding debt payable to equityholders) and all Borrower obligations as lessee under any capitalized lease ("Total Funded Debt") divided by Borrower earnings before interest, tax, depreciation and amortization. CFLR will be tested quarterly during the Term of this Agreement on a trailing 12 month basis beginning June 30, 2015, except that testing of quarters ending June 30, 2015 and September 30, 2015 shall be tested based on calendar year to date performance. Additionally, the Total Funded Debt shall be adjusted for the covenant tests ending June 30, 2015 and September 30, 2015 using 50% of the Total Funded Debt for the June 30, 2015 test and 75% of the Total Funded Debt for the September 30, 2015 test.

Loan to Value. At all times during the term of the Loan, the maximum unpaid balance under the Loan may not exceed 75 percent of the current appraised value of the Property. If the unpaid balance under the Loan exceeds 75 percent of the current appraised value of the Property as reasonably determined by Lender, within 15 days after written notice from Lender to Borrower, Borrower must pay down the unpaid balance owed under the Loan so that the unpaid balance under the Loan is less than 75 percent of the appraised value of the Property.

Guarantor Liquidity. At all times during the term of the Loan, the Guarantor(s) shall have a collective minimum liquidity of \$5,000,000.

Lender as Borrower's Primary Depository. Subject to the reasonable approval of applicable control account agreements by Borrower's lender, Chatham Credit Management III, LLC, as agent ("Chatham"), within ninety (90) days after the Effective Date of this Agreement, Borrower shall establish its primary depository and operating accounts with Lender and provide Lender with proof of its closing its deposit accounts existing as of the Effective Date. Thereafter, Borrower shall not open any new accounts at any other financial institution without first giving Lender written notification of its intention to do so, identification of the financial institution and a statement of the purpose of the account.

Notices of Claim and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor involving asserted claims or liabilities exceeding \$150,000 which could materially affect the financial condition of Borrower or the financial condition of any Guarantor. In addition, Borrower shall provide Lender with written notice of the occurrence of any Event of Default, the occurrence of any Reportable Event under or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any termination or withdrawal liability exceeding \$100,000.

Financial Records. Maintain its books and records in accordance with its historical accounting practices, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements/Compliance/Tax Returns. Furnish Lender with the following:

Financial Statement of Borrower. Within one hundred twenty (120) days after the close of each fiscal year and within thirty (30) days after the close of each interim quarterly accounting period, consolidated financial statements of Borrower, including a balance sheet, statement of income and expenses and statement of cash flows all in reasonable detail. Year-end consolidated statements shall be audited by an independent certified public accountant according to GAAP beginning with the 2015 year (unless otherwise audited earlier) and all other financial statements may be company-prepared and certified by the chief financial officer of Borrower in accordance with its historical accounting practices applied on a consistent basis.

Certificate of Compliance. A certificate in the form attached hereto as **Exhibit "H"** that Borrower is in compliance with all covenants, terms, and conditions applicable to Borrower under or pursuant to all agreements with lenders and under the Loan Documents, including the financial covenants set forth herein. Such certificate shall be provided by Borrower within thirty (30) days after the end of each fiscal year of Borrower and within thirty (30) days after the end of each interim quarterly accounting period of Borrower.

Financial Statement/Tax Returns of FMP SA Management Group, LLC. Within ninety (90) days after the close of each fiscal year, consolidated financial statements of each FMP SA Management Group, LLC, including a balance sheet, statement of income and expenses and statement of cash flows, all in reasonable detail and prepared in accordance with its historical accounting practices, applied on a consistent basis. All such statements shall be certified as true and correct by its chief financial officer. As soon as available, but in no event later than thirty (30) days after the applicable filing date (subject to and taking into account any extensions obtained) for the tax reporting period ended, Federal and other governmental tax returns, prepared by FMP SA Management Group, LLC.

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Financial Statement/Tax Returns of All Individual Guarantor(s). Within ninety (90) days after the one year anniversary of the most recent statements provided by Guarantor to Lender, personal financial statements of Guarantor in reasonable detail and a verification of net liquidity based on such statements. As soon as available, but in no event later than thirty (30) days after the applicable filing date (subject to and taking into account any extensions obtained) for the tax reporting period ended, Federal and other governmental tax returns, prepared by Guarantor.

Unless otherwise expressly provided herein, all entity financial reports required to be provided under this Agreement shall be prepared in accordance with its historical accounting practices, applied on a consistent basis, and certified by an executive of such entity as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may reasonably request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may reasonably require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies reasonably acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form reasonably satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverages in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including the following (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantors named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

<u>Names of Guarantors</u>	<u>Amounts</u>
Larry and Rachel Harris.	Unlimited
Brian Padilla	Unlimited
Jason and Tara Kemp	Unlimited
Allen Jones	Unlimited
FMP SA Management Group, LLC	Unlimited
Alamo Furr's, LLC	Unlimited
Alamo Furr's II, LLC	Unlimited

Other Agreements. Comply with all terms and conditions of all other material agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any such default in connection with any other such agreements (except such instances of noncompliance or default as would not have a material adverse effect upon the Borrower or its business).

Loan Proceeds. Use all Loan proceeds for the repayment of indebtedness to Chatham, the payment of transaction expenses related to the Loan and otherwise, if any, solely for Borrower's business operations unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid might become a lien or charge upon any of Borrower's material properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien or claim.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any such agreement.

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Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any material change in executive and management personnel; and conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be reasonably requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including the Americans With Disabilities Act, except for such instances of noncompliance as would not have a material adverse effect upon Borrower or its operations. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has promptly notified Lender in writing and so long as, in Lender's reasonable opinion, Lender's interests in the Collateral are not materially jeopardized thereby. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses that constitute Collateral.

Title to Assets and Property. Maintain good and indefeasible title to all of Borrower's assets and properties that constitute Collateral, except for sales of inventory in the ordinary course of business and the disposition of obsolete or replaced furniture and equipment.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding which may result in a final judgment against Borrower for the payment of money involving more than One Hundred Fifty Thousand Dollars (\$150,000.00) and which is not covered by any of Borrower's insurance policies, or (3) the occurrence of a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974, as amended) or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any material termination or withdrawal liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plan. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability in substantial compliance with all applicable requirements of law and regulations, except for such instances of noncompliance as would not have a material adverse effect upon Borrower or its operations.

Environmental Compliance and Reports. Borrower shall comply in all material respects with all applicable Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with applicable law, including without limitation with the conditions of any required permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Except as set forth on **Schedule 2** attached hereto, neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may reasonably deem appropriate to determine compliance of the Collateral with this provision. Any inspections or tests made by Lender shall be at Borrower's

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expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreement, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests provided for herein or in the related Documents.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf, with prior written notice to Borrower, may (but shall not be obligated to) take any action that Lender deems appropriate, to the extent permitted by applicable law, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender, which shall not be unreasonably withheld:

Indebtedness and Liens. (1) Except for (x) trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, (y) purchase money indebtedness incurred for the financing or acquisition of any fixed assets in an aggregate principal amount outstanding at any one time not exceeding \$250,000 over the Term of the Loan, and (z) indebtedness on customary terms for financing of insurance premiums, create, incur or assume indebtedness for borrowed money, including capital leases (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral except in the ordinary course of business, or (3) make any distribution with respect to any capital account (other than for the limited purpose of ordinary tax distributions), whether by reduction of capital or otherwise; provided, however, Lender shall not unreasonably withhold its consent to any reorganization merger or restructuring between the Borrower and any of its respective subsidiaries to the extent that Lender's rights hereunder and in the Collateral are not prejudiced or impaired thereby.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future, however, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law and upon the occurrence and during the continuation of any Event of Default hereunder, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

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Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Guarantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Guarantor's property or Borrower's or any Guarantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents. Without limiting the foregoing, Borrower acknowledges and agrees that a default in any obligation of Borrower to Chathamshall constitute an Event of Default under this Agreement.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from the Borrower, or any other termination of Borrower's existence as an ongoing business or the death of any member, the insolvency of Borrower the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any Collateral securing the Loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its reasonable discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than One Hundred Fifty Thousand Dollars (\$150,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded against to Lender's reasonable satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Financial Change Of Guarantor. Notwithstanding any provisions of this Agreement to the contrary, any material adverse changes in the financial condition of the Guarantors, taken as a whole, shall be an Event of Default under this Agreement.

Change Of Control. Any change in the ownership of twenty-five percent (25%) or more of the membership interests in Borrower, without the prior written consent of Lender; provided, however, such change in ownership restriction shall not include the situations when Borrower transfers any of its membership interests to a wholly owned corporation or other entity, affiliate, subsidiary, division, or parent of the Borrower (hereinafter collectively referred to as "Corporate Transfer"). Borrower shall give Lender written notice, which notice shall include a copy of the proposed assignment document, at least fifteen (15) days in advance of the intended effective date of such Corporate Transfer. As used herein, the term "affiliate" shall mean a business entity controlling, controlled by or under common control with Borrower or by the owners of Borrower and the term "subsidiary" shall mean a business entity wholly owned by Borrower or by the owners of Borrower or at least fifty-one percent (51%) of whose voting equity interests are owned or controlled by Borrower or by the owners of Borrower.

COMMERCIAL LOAN AGREEMENT
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RIGHT TO CURE. If any default, including a default on payment of the Loan, is curable and if Borrower or Guarantor, as the case may be; has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Guarantor, as the case may be, after Lender sends written notice to Borrower or Guarantor, as the case may be, demanding cure of such default; (1) cure the default within sixty (60) days; or (2) if the cure requires more than sixty (60) days, immediately initiate steps which Lender deems in Lender's sole reasonable discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; provided, however, as to any default with respect to payment of the Loan only five (5) days shall be permitted for any such cure and no requirement of written notice demanding cure of such default shall apply.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur and Borrower or Guarantor, as the case may be, fail to cure such Event of Default within the cure period, if any, otherwise provided herein, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Guarantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Opinion of Counsel. Borrower has provided or shall prior to closing provide Lender with an opinion of Borrower's counsel opining that: 1) Borrower's Note and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing; and (3) Borrower has requisite limited liability company power and authority and is duly authorized to enter into this Agreement and to consummate the transactions contemplated under this Agreement.

Survey. Lender shall obtain a survey of the Property post-closing at Borrower's sole cost and expense.

NON-LIABILITY OF LENDER. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower and any investigation or failure to investigate will not diminish Lender's right to so rely.

NO ASSIGNMENT BY BORROWER. Notwithstanding any other provisions of this Agreement to the contrary, Borrower agrees not to assign any of Borrower's rights or obligations under this Agreement, without Lender's written approval, which approval may be granted at Lender's sole and absolute discretion.

OTHER LOAN DOCUMENTS. Notwithstanding any other provisions of this Agreement to the contrary, the applicability of this Agreement to any Loan other than the Loan evidenced by the Note (an "Other Loan") is in addition to and not in substitution of any document executed specifically in connection with an Other Loan (an "Other Loan Document"). In the event of a conflict between any provision of this Agreement and a provision in an Other Loan Document, the Other Loan Document shall control as to the Other Loan, and this Agreement shall control as to the Loan evidenced by the Note.

NO VIOLATIONS. Borrower represents and warrants that, except as disclosed to and acknowledged by Lender in writing, there has been no breach or violation of any Environmental Law and no release or threatened release of any Hazardous Substances on, under, about or from any real property that Borrower has ever owned or operated, now owns or operates, or hereafter may own or operate. This is a continuing representation that Borrower makes as of the date of this Agreement, as of the date of each disbursement of Loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Entire Agreement. This Agreement contains the final, entire agreement between the parties hereto relating to the subject matter hereof and thereof and all prior agreements, whether written or oral, relative hereto and thereto which are not contained

COMMERCIAL LOAN AGREEMENT
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herein or therein are superseded and terminated hereby, and this Agreement and the other documents comprising the Loan may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no unwritten oral agreements among the parties hereto.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement, Lender may hire or pay someone else to help enforce this Agreement and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. However, Borrower will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Borrower's default. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation, or in response to credit inquiries concerning Borrower except to the extent prohibited by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters for such purpose. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreement governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Texas. This Agreement has been accepted by Lender in the State of Texas.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower at its sole cost and expense, shall defend such claim, motion or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Lender and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

COMMERCIAL LOAN AGREEMENT
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Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law and Consent to Jurisdiction. THIS AGREEMENT SHALL BE CONSTRUED, AND THE RIGHTS AND OBLIGATIONS OF LENDER AND BORROWER HEREUNDER DETERMINED, IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF SUCH LAWS RESPECTING CONFLICT OF LAWS. SUIT TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR TO OBTAIN ANY REMEDY WITH RESPECT HERETO SHALL BE BROUGHT IN EITHER THE SUPERIOR COURT OF TEXAS LOCATED IN LUBBOCK COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT, DISTRICT OF TEXAS, LOCATED IN LUBBOCK COUNTY, TEXAS, AND EACH PARTY HERETO EXPRESSLY AND IRREVOCABLY CONSENTS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SAID COURTS.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Guarantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable and if the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates that may in the future engage in the operations of Furr's restaurants or cafeterias or the Dynamic Foods food processing businesses, but the word "Borrower" shall in no case for purposes hereof be deemed to refer to entities customarily regarded as affiliates of Borrower because of being under common or overlapping control or beneficial ownership with Borrower (such as, without limitation, commonly controlled entities that operate Buffalo WildWings, Don Pablo's, Zio's or other restaurant brands). Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as all of Borrower's indebtedness to Lender shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

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Time is of the Essence. Time is of the essence in the performance of this Agreement.

WAIVE JURY. ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Commercial Loan Agreement, as this Commercial Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Loan Agreement from time to time.

Borrower. The word "Borrower" means Alamo Dynamic, LLC and Fresh Acquisition, LLC, individually and collectively, and includes all co-signers and co-makers signing the Note, and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. 1. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably, any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any such guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means each guaranty from each Guarantor to Lender, including a guaranty of all or part of the Loan or Note and "Guaranties" means all guaranties given under this Agreement to guaranty all or a part of the Loan or Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes petroleum and petroleum by products or any fraction thereof and asbestos.

Including. The use in this Agreement of the term "including", and related terms such as "include", shall in all cases mean "including, without limitation".

COMMERCIAL LOAN AGREEMENT
(Continued)

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Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Arizona Bank & Trust, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means the note or credit agreement executed by Alamo Dynamic, LLC and Fresh Acquisitions, LLC in the principal amount of \$8,707,500.00, of even date, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Indebtedness "evidenced by the Note or Related Documents" or "payable under the Credit Agreements and Related Documents," as this phrase is used in the definition of "Indebtedness," includes amounts indirectly secured by any Cross-Collateralization provision in this document.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing, including those set forth on Schedule 1 attached hereto; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing or creating a security interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS COMMERCIAL LOAN AGREEMENT IS DATED JANUARY 2, 2015.

[SIGNATURE PAGES TO FOLLOW]

COMMERCIAL LOAN AGREEMENT
(Continued)

BORROWER:

ALAMO DYNAMIC, LLC, a Texas limited liability corporation

By: _____
Name: Jason Kemp
Its: Manager

FRESH ACQUISITIONS, LLC, a Delaware limited liability corporation

By: _____
Name: Jason Kemp
Its: Manager

LENDER:

ARIZONA BANK & TRUST

By: _____
Name: _____
Its: _____

COMMERCIAL LOAN AGREEMENT
(Continued)

BORROWER:

ALAMO DYNAMIC, LLC, a Texas limited liability corporation

By: _____
Name: _____
Its: _____

FRESH ACQUISITIONS, LLC, a Delaware limited liability corporation

By: _____
Name: _____
Its: _____

LENDER:

ARIZONA BANK & TRUST

By: Jerry L. Schwallier
Name: Jerry L. Schwallier
Its: President

COMMERCIAL LOAN AGREEMENT
(Continued)

Schedule 1: For the avoidance of doubt, Borrower discloses that Borrower has granted security interests in substantially all of its assets to Chatham Credit Management III, LLC and affiliated lenders pursuant to a June 20, 2014 acquisition financing and, as contemplated by such June 2014 financing is concurrently executing deeds of trust with respect to the same Lubbock properties that are junior to the Deeds of Trust created pursuant to this Loan Agreement.

Schedule 2: For the avoidance of doubt, Borrower discloses that Borrower stores gasoline in UST tanks on the Lubbock premises for serving its vehicle fleet and further discloses the occurrence of one spill and release that occurred during the recent environmental site assessment with respect to the Lubbock real estate.

Schedule 3: For the avoidance of doubt, Borrower discloses that there are two worker's compensation cases pending against Fresh Acquisitions, LLC brought by claimants Roberto Espericueta and John Paz, and that one general liability slip-and-fall claim has been made by Barbara Williams based upon an August 10, 2014 incident, although no case has been filed with respect to that yet.