

PROMISSORY NOTE

Principal	Loan Date	Maturity Date	Loan No.	Call/Coll	Account	Officer	Initials
\$8,707,500.00	01-02-2015	12-28-2021					
References in the boxes above 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.							

Borrower: Alamo Dynamic, LLC &
 Fresh Acquisitions, LLC
 120 Chula Vista
 Hollywood Park, TX 78232

Lender: ARIZONA BANK & TRUST
 Camelback Office
 2036 E. Camelback Road
 Phoenix, AZ 85016

Principal Amount: \$8,707,500.00

Interest Rate: 5.15%

Date of Note: January 2, 2015

PROMISE TO PAY. ALAMO DYNAMIC, LLC, a Texas limited liability company, and FRESH ACQUISITIONS, LLC, a Delaware limited liability company (collectively, "Borrower"), jointly and severally promise to pay to ARIZONA BANK & TRUST ("Lender"), or to Lender's order, in lawful money of the United States of America, the principal amount of Eight Million Seven Hundred Seven Thousand & Five Hundred 00/100 Dollars (\$8,707,500.00), or so much as may be outstanding, together with interest at the rate of 5.150% per annum on the unpaid principal balance from January 1, 2015, until paid in full. The interest rate may change under the terms and conditions if default interest is instituted in accordance with the provisions hereof or the provisions of the Commercial Loan Agreement of even date herewith between Borrower and Lender (the "Loan Agreement").

PAYMENT. Borrower shall pay this Loan in accordance with the following payment schedule, which amortizes the Loan over twenty (20) years and calculates interest on the unpaid principal balance as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: eighty-four (84) monthly consecutive principal and interest payments in the initial amount of \$ 58,538.86 each, beginning January 28, 2015, with interest calculated on the unpaid principal balance using an interest rate of 5.1500% per annum based on a year of 360 days; with all outstanding principal plus all accrued unpaid interest paid on December 28, 2021 (the "Maturity Date"). Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal, and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments due to Lender by Borrower under this Note shall be subject to a five (5) calendar day grace period. For example, if a payment is due on February 28, 2015, the payment shall not be considered late and the Borrower in payment default until March 2, 2015. Borrower shall not be entitled to any additional notice and the grace period shall not be tolled or extended absent written permission of the Lender.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis: that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

INTEREST PROVISIONS.

(a) **Savings Clause.** It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply strictly with Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law) (the "Maximum Lawful Rate"). If applicable law is ever judicially interpreted so as to render usurious any amount (i) contracted for, charged, taken, reserved or received pursuant to this Note, any of the other Loan Documents (as defined in the Loan Agreement) or any other communication or writing by or between Borrower and Lender related to the transaction or transactions that are the subject matter of the Loan Documents (ii) contracted for, charged, taken, reserved or received by reason of Lender's exercise of the option to accelerate the Maturity Date, or (iii) Borrower will have paid or Lender will have received by reason of any prepayment by Borrower of this Note, then it is Borrower's and Lender's express intent that all amounts charged in excess of the Maximum Lawful Rate shall be automatically canceled, *ab initio*, and all amounts in excess of the Maximum Lawful Rate theretofore collected by Lender shall, at Lender's option, be (1) credited to the principal balance of this Note, (2) applied to any other indebtedness of Borrower to Lender, or (3) be refunded to Borrower, whereupon the provisions of this Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law. Borrower agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Lender, Borrower will provide written notice to Lender, advising Lender in reasonable detail of the nature and amount of the violation, and Lender shall have sixty (60) days after receipt

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of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Borrower or crediting such excess interest against this Note or any other indebtedness then owing by Borrower to Lender (the "Related Indebtedness"). All sums contracted for, charged, taken, reserved or received by Lender for the use, forbearance or detention of any debt evidenced by this Note and/or the Related Indebtedness shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note and/or the Related Indebtedness (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note and/or the Related Indebtedness does not exceed the Maximum Lawful Rate from time to time in effect and applicable to this Note and/or the Related Indebtedness for so long as any such debt is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving tri-party accounts) apply to this Note and/or any of the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

(b) **Ceiling Election.** To the extent that Lender is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Lawful Rate payable on the Note and/or any other portion of the Indebtedness, Lender will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303, as amended. To the extent United States federal law permits Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, Lender will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Lawful Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, Lender may, at its option and from time to time, utilize any other method of establishing the Maximum Lawful Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Borrower as provided by applicable law now or hereafter in effect.

EFFECTIVE RATE. Borrower agrees to an effective rate of interest that is the rate specified in this Note plus any additional rate resulting from any other charges in the nature of interest paid or to be paid in connection with this Note.

PREPAYMENT PENALTY. If during the term of this Loan the Borrower pays this Loan in whole or in part by obtaining funds from another lender, sale of Borrower's assets, and/or refinance, Borrower agrees to pay a prepayment penalty based upon the amount of the Loan prepaid equal to the following: 3% of the amount prepaid if prepayment occurs during the first year of the Loan; 2% if prepayment occurs during the second year of the loan; and 1% if the prepayment occurs during the third year through eve of the Maturity Date. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: ARIZONA BANK & TRUST, Camelback Office, 2036 E Camelback Road, Phoenix, AZ 85016

LATE CHARGE. If a payment is ten (10) days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement), including failure to pay upon final maturity, the interest rate on this Note shall be increased to 15.000% per annum based on a year of 360 days ("Default Rate"). However, in no event will the Default Rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. The occurrence of any Event of Default as defined under the Loan Agreement that is not timely cured as provided in the Loan Agreement shall constitute an Event of Default under this Note.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's reasonable legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. 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. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with

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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 an Event of Default, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges that this Note is secured by additional agreements including, but not limited to, valid and perfected first position Deeds of Trust dated January 2, 2015 ("DOTs") encumbering real property and improvements located at 1001 E. 33rd St., Lubbock, TX 79004 and 3220 Juniper Ave., Lubbock, TX 79404, and more completely described in the DOTs, and a subordination agreement with respect to the Management Contract with FMP SA Management Group, LLC.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

ERRORS AND OMISSIONS AGREEMENT. The undersigned Borrower, for and in consideration of Lender funding the closing of this loan, agrees to the following terms and conditions:

1. If any loan document, including but not limited to the Note, Deeds of Trust, Security Agreement, Assignment of Management Agreement, and/or Loan Agreement, is lost, misplaced, inaccurate, or missing signatures, Borrower agrees to execute, acknowledge, initial and deliver to Lender any item necessary to replace and/or correct the documents.
2. Borrower agrees to deliver the corrected loan documents within ten (10) days after receipt.
3. If Borrower fails or refuses to execute, acknowledge, initial, and or deliver the documents within ten (10) days after being requested to do so, Borrower agrees to be liable for all costs which Lender sustains, including but not limited to all reasonable attorney fees.

The undersigned Borrower hereby agrees to comply with the terms and conditions of this agreement.

ADDITIONAL PROVISIONS.

THIS LOAN IS SUBJECT TO, among other agreements, the following:

Commercial Loan Agreement dated January 2, 2015.

Unlimited, unsecured personal guaranties of Larry & Rachel Harris dated January 2, 2015.

Unlimited, unsecured personal guaranty of Brian Padilla dated January 2, 2015.

Unlimited, unsecured personal guaranties of Jason & Tara Kemp dated January 2, 2015.

Unlimited, unsecured personal guaranty of Allen Jones dated January 2, 2015.

Unlimited, unsecured corporate guaranty of FMP SA Management Group, LLC dated January 2, 2015.

Unlimited, unsecured corporate guaranty of Alamo Furr's, LLC dated January 2, 2015.

Unlimited, unsecured corporate guaranty of Alamo Furr's II, LLC dated January 2, 2015

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

BUSINESS DAY. Whenever any payment to be made hereunder shall be stated to be due on a Saturday, Sunday or bank holiday under the laws of the State of Texas, such payment may be made on the next succeeding Business Day.

ENTIRE AGREEMENT. This Note 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 herein or therein are superseded and terminated hereby, and this Note and the other loan documents 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.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the

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substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

ALAMO DYNAMIC, LLC

By:  _____

Its: Manager _____

FRESH ACQUISITIONS, LLC

By:  _____

Its: Manager _____

LENDER:

ARIZONA BANK & TRUST

X _____
Authorized Signer

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substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

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BORROWER:

ALAMO DYNAMIC, LLC

By: _____

Its: _____

FRESH ACQUISITIONS, LLC

By: _____

Its: _____

LENDER:

ARIZONA BANK & TRUST

x 
Authorized Signer