## AMENDMENT TO PROMISSORY NOTE

Borrower:

Alamo Dynamic, LLC Fresh Acquisitions, LLC Lender:

Arizona Bank & Trust Camelback Office

120 Chula Vista

Hollywood Park, TX 78232

2036 E. Camelback Road Phoenix, AZ 85016

Note Date: Principal Amount: January 2, 2015 \$8,707,500.00

Principal Amount:
Amendment Date

June 29, 2015

Alamo Dynamic, LLC, a Texas limited liability company, and Fresh Acquisitions, LLC, a Delaware limited liability company (collectively, "Borrower"), and Arizona Bank & Trust ("Lender") hereby amend the above referenced Promissory Note dated January 2, 2015 (the "Note"). Except as expressly modified herein, all terms and provisions of the Note shall remain in full force and effect. Capitalized terms used herein shall have the same meaning as specified in the Note. Borrower and Lender agree to and do hereby modify, clarify, or change certain terms of the Note, as follows:

1. The Collateral provision of the Note is deleted in its entirety and replaced with the following:

**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 encumbering real property and improvements located at 1001 E. 33<sup>rd</sup> St., Lubbock, TX 79004 and 3220 Juniper Ave., Lubbock, TX 79404 and more completely described in therein, the valid and perfected first position Deed of Trust Dated June 29, 2015 encumbering additional real property improvements located in Lubbock, Texas and more completely defined there thein, and a subordination agreement with respect to the Management Contract with FMP SA Management Group, LLC.

2. Continuing Validity of the Note. Except as expressly amended by this Amendment to Promissory Note, the terms of the Note, including all agreements evidenced or securing the obligations under the Note remain unchanged and in full force and effect. Consent by Holder to this Amendment to Promissory Note does not waive Holder's right to strict performance of the obligations as changed, nor obligate Holder to make any future change in terms. Nothing in this Amendment to Promissory Note will constitute a satisfaction of the obligations.

[Signature Page Follows]

Dated this 29th day of June, 2015.

## **BORROWER:**

ALAMO DYNAMIC, LLC

FRESH ACQUISITIONS, LI

LENDER:

ARIZONA BANK & TRUST

Authorized Signer

Dated this 29<sup>th</sup> day of June, 2015.

## **BORROWER:**

ALAMO DYNAMIC, LLC

By: \_\_\_\_\_

FRESH ACQUISITIONS, LLC

By: \_\_\_\_\_

Its:

LENDER

ARIZONA BANK & TRUST

Authorized Signer