

### AMENDMENT TO PROMISSORY NOTE

**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

**Note Date:** June 29, 2015  
**Principal Amount:** \$14,500,000.00  
**Amendment Date:** August 18, 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 June 29, 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. Extension of Maturity. The Maturity Date of the Note shall hereafter be June 30, 2016.
2. Interest Rate. On and after the date of this Amendment to Promissory Note, the applicable non-default rate of interest shall be three percent (3%) per annum.
3. Collateral Amendment. 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: (a) a lien encumbering deposit account(s) held by Borrower's affiliate, Catalina Restaurant Group, Inc. ("CRG"), at Lender, and more completely described in the Commercial Pledge and Security Agreement executed and delivered by CRG to Lender dated June 29, 2015, as amended by the Second Modification to Commercial Loan Agreement dated August 18, 2015; (b) an Assignment of Deposit Account and Control Agreement executed by CRG in favor of Lender and dated June 29, 2015, as amended by the Second Modification to Commercial Loan Agreement dated August 18, 2015; (c) valid and perfected first position Deeds of Trust recorded on or about January 2, 2015, as amended contemporaneously herewith and from time-to-time hereafter, encumbering real property and improvements located at 1001 E. 33<sup>rd</sup> St., Lubbock, TX 79004 and 3220 Juniper Ave., Lubbock, TX 79404 as more completely described in therein; (d) the valid and perfected first position Deed of Trust recorded on or about August 18, 2015, as amended contemporaneously herewith and from time-to-time hereafter, encumbering additional real property improvements located in Lubbock, Texas as more completely described therein; (e) a Commercial Pledge and Security Agreement executed and delivered by each Borrower contemporaneously herewith; and (f) an Assignment of Management Agreement and Subordination of Management Fees entered into among Borrower, Lender and with FMP SA Management Group, LLC, contemporaneously herewith.

4. 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.

Dated this 18th day of August, 2015.

**BORROWER:**

ALAMO DYNAMIC, LLC

By: JRK

Its: Manager

FRESH ACQUISITIONS, LLC

By: JRK

Its: Manager

**LENDER:**

ARIZONA BANK & TRUST

[Signature]  
Authorized Signer