

When recorded, return to:

Lee Kirner, Esq.
Cantey Hanger LLP
1999 Bryan Street, St. 3300
Dallas, TX 75201

AR4723W91571

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST is made and executed by and between Fresh Acquisition, LLC ("Fresh") whose mailing address for notice hereunder is at 120 Chula Vista, Hollywood Park, Texas 78232, Alamo Dynamic, LLC ("Alamo") whose mailing address for notice hereunder is at 120 Chula Vista, Hollywood Park, Texas 78232 and ARIZONA BANK & TRUST ("Lender") whose mailing address for notice hereunder is at 2036 E. Camelback Rd, Phoenix, Arizona 85016. Fresh, Alamo and Lender shall hereinafter collectively be referred to as the "Parties."

DEED OF TRUST. Lender and Fresh entered into a Deed of Trust dated January 2, 2015 which was recorded on January 7, 2015, in the Office of the Lubbock County Recorder, State of Texas, under Instrument No. 2015000529 ("Deed of Trust"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Deed of Trust.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Lubbock County, State of Texas (the "Real Property"):

Tracts A, B, and C, MARTIN-OLIVER Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1779, Page 147, Deed Records of Lubbock County, Texas.

The Real Property or its address is commonly known as 1001 E. 33rd St., Lubbock, Texas 79404.

MODIFICATION. The Parties hereby modify the Deed of Trust to provide that Fresh and Alamo are and hereafter shall be jointly and severally liable for any and all obligations and liabilities as *Borrower* or *Grantor* (as those terms are defined in the Deed of Trust) under the Deed of Trust.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as modified above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note, the indebtedness or other obligations secured by the Deed of Trust. It is the intention of the Parties for the Lender to retain as liable all parties to the Deed of Trust, this Modification, and all parties, makers and endorsers to the Note, including accommodation parties and guarantors, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification and

otherwise will not be released by it. This waiver applies not only to this modification, but also to all such subsequent actions.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND AGREE TO ITS TERMS.

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 29, 2015.

[SIGNATURE PAGES FOLLOW]

FRESH ACQUISITIONS, LLC

A Delaware limited liability company

By: *[Signature]*

Its: Manager

THE STATE OF TEXAS §

§

COUNTY OF Bexar §

This instrument was acknowledged before me on the 26 day of June, 2015, by Jason Kemp, manager of Fresh Acquisitions, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]

Notary Public in and for the State of Texas



ALAMO DYNAMIC, LLC

A Texas limited liability company

By: *[Signature]*

Its: Manager

THE STATE OF TEXAS §

§

COUNTY OF Bexar §

This instrument was acknowledged before me on the 26 day of June, 2015, by Jason Kemp, manager of Alamo Dynamic, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]

Notary Public in and for the State of Texas



ARIZON BANK & TRUST

By: [Signature]

Its: Senior Vice President

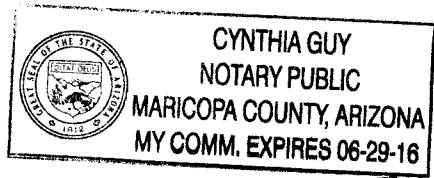
THE STATE OF Arizona §

§

COUNTY OF Maricopa §

This instrument was acknowledged before me on the ___ day of June, 2015, by Abram C. Villegas Senior Vice President of Arizona Bank & Trust, on behalf of said entity.

[Signature]
Notary Public in and for the State of Arizona



Return To: [Signature]
Chicago Title Insurance Company
2828 Routh Street Suite 800
Dallas, Texas 75201
413007157

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

[Signature]

Kelly Pinion, County Clerk
Lubbock County TEXAS

August 10, 2015 03:03:41 PM

FEE: \$38.00

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