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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 11, 2012. The parties and their addresses are:

MORTGAGOR:

SPROUTZ HOLDINGS, LLC
A Wyoming Limited Liability Company
PO BOX 340
STORY, WY 82842

REY D. LONGHURST
PO BOX 340
STORY, WY 82842

BOBBY L. LONGHURST
PO BOX 340
STORY, WY 82842

LENDER:

FIRST NORTHERN BANK OF WYOMING
Organized and existing under the laws of the United States of America
141 S Main Street
BUFFALO, WY 82834

1. SMALL BUSINESS ADMINISTRATION. The Secured Debts secured by this lien were made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this Modification, then under SBA regulations:

A. When SBA is the holder of the Note, this Modification and all documents evidencing or securing the Secured Debts will be construed in accordance with federal law.

B. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or



assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the Secured Debts.

Any clause in this Modification requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Modification.

2. BACKGROUND. Mortgagor and Lender entered into a security instrument dated AUGUST 28, 2012 and recorded on AUGUST 29, 2012 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at BOOK 833 PAGE 530 and covered the following described Property:

SEE EXHIBIT "A" ATTACHED HERETO

The property is located in Sheridan County at 1205 BROADWAY, SHERIDAN AND 21 PINEDALE RD, STORY, , Wyoming .

3. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 100000222, dated August 28, 2012, from SPROUTZ HOLDINGS, LLC (Borrower) to Lender, with a modified loan amount of \$560,000.00 and maturing on August 28, 2027.

(b) Future Advances. All future advances from Lender to SPROUTZ HOLDINGS, LLC under the Specific Debts executed by SPROUTZ HOLDINGS, LLC in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to SPROUTZ HOLDINGS, LLC either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.



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SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.


MORTGAGOR:

SPROUTZ HOLDINGS, LLC

By 
REY D. LONGHURST, Managing Member

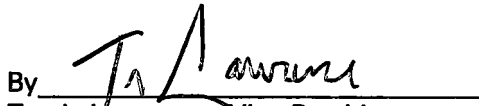
By 
BOBBY L. LONGHURST, Managing Member


REY D. LONGHURST
Individually


BOBBY L. LONGHURST
Individually

LENDER:

First Northern Bank Of Wyoming

By 
Travis Lawrence, Vice President



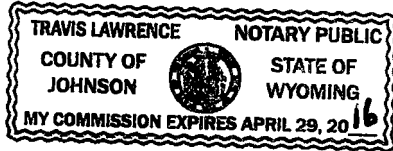
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ACKNOWLEDGMENT.

State Wyoming OF County Johnson OF Johnson SS. September, 2012
This instrument was acknowledged before me this 11th day of September, 2012 by
REY D. LONGHURST, and BOBBY L. LONGHURST.

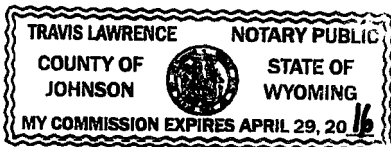
My commission expires:



Ta Lawrence
(Notary Public)

State Wyoming OF County Johnson OF Johnson SS. September, 2012
This instrument was acknowledged before me this 11th day of September, 2012 by
REY D. LONGHURST and BOBBY L. LONGHURST as Managing Member and Managing Member of SPROUTZ HOLDINGS, LLC.

My commission expires:



Ta Lawrence
(Notary Public)



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SPROUTZ HOLDINGS, LLC
Wyoming Real Estate Modification

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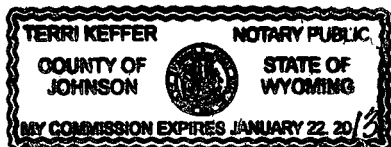


(Lender Acknowledgment)

State OF Wyoming, County OF Johnson ss.
This instrument was acknowledged before me this 17th day of September, 2012 by
Travis Lawrence as Vice President of First Northern Bank Of Wyoming.

My commission expires:

Terrri Keffer
(Notary Public)



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EXHIBIT A

PARCEL 1:

Lots 47, 48 and 49, Wyoming Mutual Investment Company's Second Addition to the City of Sheridan, Sheridan County, Wyoming.

ALSO, a tract of land formerly a portion of East Eighth Street, now vacated, situate in the City of Sheridan, Sheridan County, Wyoming, described as follows:

Starting at the Southeast corner of Lot 49 of Wyoming Mutual Investment Company's Second Addition to the City of Sheridan; thence going South 34.9 feet; thence West 110.3 feet; thence in a northwesterly direction to the southwest corner of said Lot 49; thence East 131 feet to the point of beginning.

PARCEL 2:

Lots 9, 10, 11, 12 and 13, Block 2, of Dowling's Subdivision, a subdivision in Sheridan County, Wyoming.

ALSO

A tract of land located in part of the SE1/4NW1/4, Section 7, T53N, R83W, of the 6th P.M., Sheridan County, Wyoming being more particularly described as follows:
Beginning at a 2" Aluminum Cap stamped PLS 324 monumenting the northwest corner of Lot 11, Block 2 of the Dowling's Subdivision as filed in the Office of the Clerk, Sheridan County, Wyoming, said corner lying N55°08'32"W, 150.16 feet from a 2" Aluminum Cap stamped PLS 324 monumenting the northeast corner of Lot 10, Block 2 of said Dowling's Subdivision, said tie being the basis of bearing for this description; thence along the Northerly line of said Lot 11, S55°08'32"E, 0.41 feet to an existing fence corner, being the true point of beginning; thence S63°39'05"E, 60.20 feet along an existing fence; thence S63°47'27"E, 25.83 feet along an existing fence; thence S63°47'26"E, 32.85 feet along an existing fence; thence S70°05'19"E, 12.35 feet along an existing fence; thence S69°26'47"E, 58.19 feet along an existing fence; thence S66°53'43"E, 12.85 feet along an existing fence; thence N53°16'11"W, 46.81 feet along an existing fence; thence N49°04'37"W, 11.33 feet along an existing fence; thence N66°28'02"W, 46.43 feet along an existing fence; thence N67°25'47"W, 47.96 feet along an existing fence; thence N79°04'46"W, 52.53 feet to the point of beginning.
(Said tract of land is purported to encompass 2339 square feet, 0.05 acres, more or less)

AND

A tract of land located in part of the SE1/4NW1/4, Section 7, T53N, R83W, of the 6th P.M., Sheridan, County, Wyoming being more particularly described as follows:

Beginning at a 2" Aluminum Cap stamped PLS 324 monumenting the Northwest Corner of Lot 11, Block 2 of the Dowling's Subdivision as recorded in the Office of the Clerk, Sheridan County, Wyoming, said corner lying N55°08'32"W 150.16 feet from a 2" Aluminum Cap stamped PLS 324 monumenting the Northeast Corner of Lot 10, Block 2 of said Dowling's Subdivision, said tie being the basis of bearing for this description; thence along Northerly line of said Lot 11, S55°08'32"E, 0.41 feet to an existing fence corner and being the true point of beginning; thence S63°39'05"E, 60.20 feet along an existing fence; thence S63°47'26"E, 58.68 feet along an existing fence; thence S70°05'19"E, 12.35 feet along an existing fence; thence S69°26'47"E, 58.19 feet along an existing fence; thence S66°53'43"E, 12.85 feet along an existing fence; thence S67°40'27"E, 0.99 feet to the intersection of two fence lines; thence S38°48'01"E, 1.64 feet to an existing fence corner; thence S05°44'54"W, 22.09 feet to a 1 1/2" Aluminum Cap stamped PLS 6594 and being the Northeast Corner of Lot 9 of said Block 2 of Dowling's Subdivision; thence along the North line of said Lot 9 of Block 2 of Dowling's Subdivision, N71°38'42"W, 64.64 feet to a 2" Aluminum Cap stamped PLS 324; thence along the North line of Lot 10 and Lot 11 of said Block 2 of Dowling's Subdivision N55°08'32"W, 149.75 feet to a 2" Aluminum Cap stamped PLS 324 monumenting the Northwest Corner of Lot 11 and being the point of beginning.
(Said tract of land is purported to encompass 3142 square feet, or 0.07 acres, more or less)

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