



**SEVENTH AMENDMENT TO DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

**THIS SEVENTH AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Amendment") dated effective as of July 5, 2013, is made and entered into by and between **SOVEREIGN BANK** ("Beneficiary"), and **DON ROBERT DASEKE**, an individual and **BARBARA SUE DASEKE**, an individual (collectively "Grantor").

WITNESSETH:

WHEREAS, as additional security for that certain loan from Beneficiary to Borrower (hereinafter defined) (the "Loan") Grantor has heretofore entered into that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 30, 2007, recorded on September 17, 2007, under Instrument Number 20070333618 in the Official Public Records of Dallas County, Texas, in favor of Robert Blount, as Trustee for the benefit of Beneficiary, as amended by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 28, 2008, executed by and between Grantor and Beneficiary, recorded on September 17, 2008, under Instrument Number 20080301377 in the Official Public Records of Dallas County, Texas and as further amended by that certain Second Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 1, 2008, recorded on December 19, 2008, under Instrument Number 20080394716 in the Official Public Records of Dallas County, Texas, and as further amended by that certain Third Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 27, 2009, recorded on October 1, 2009, under Instrument Number 200900278447 in the Official Public Records of Dallas County, Texas, as further amended by that certain Fourth Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 26, 2010, recorded on September 8, 2010, under Instrument Number 201000229885 in the Official Public Records of Dallas County, Texas, as further amended by that certain Fifth Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 25, 2011, recorded on October 25, 2011, under Instrument Number 201100280459 in the Official Public Records of Dallas County, Texas, as further amended by that certain Sixth Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 25, 2012, recorded on January 11, 2013, under Instrument Number 201300010381 in the Official Public Records of Dallas County, Texas (as amended, the "Deed of Trust") encumbering certain real estate more particularly described on Exhibit A attached hereto and made a part hereof to secure the repayment of the indebtedness evidenced by or arising under that certain Revolving Note dated as of December 30, 2005, in the stated principal amount of Three Million and No/100 Dollars (\$3,000,000.00), made by Don R. Daseke, an individual ("Borrower") and payable to the order of Beneficiary, as modified and with such stated principal amount being increased to Five Million and No/100 Dollars (\$5,000,000.00) pursuant to the terms of that certain Loan Modification Agreement dated as of August 30, 2007 (the "First Modification Agreement"), and as further modified and with such stated principal amount being increased to Ten Million and No/100 Dollars (\$10,000,000.00) pursuant to the terms of that certain Loan Modification Agreement dated as of August 28, 2008 (the "Second Modification Agreement"), and as further modified and with such stated principal

amount being reduced to Nine Million Two Hundred Seven Thousand and No/100 Dollars (\$9,207,000.00) pursuant to the terms of that certain Loan Modification Agreement dated as of December 1, 2008 (the "Third Modification Agreement"), and as further modified with such stated principal amount being further reduced to Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00) pursuant to the terms of that certain Loan Modification Agreement dated as of August 27, 2009 (the "Fourth Modification Agreement") and as further modified with such stated principal amount being further reduced to Seven Million and No/100 Dollars (\$7,000,000.00) pursuant to the terms of that certain Loan Modification Agreement dated as of August 26, 2010 (the "Fifth Modification Agreement"), as further modified and with the stated principal amount being further reduced to Five Million and No/100 Dollars (\$5,000,000.00) pursuant to the terms of that certain Loan Modification Agreement dated as of August 25, 2011 (the "Sixth Modification Agreement"), as further modified and with the stated principal amount being increased to Nine Million and No/100 Dollars (\$9,000,000.00) pursuant to the terms of that certain Loan Modification Agreement of even date herewith (the "Seventh Modification Agreement"), and as further modified pursuant to the terms of that certain Loan Modification Agreement of even date herewith (the "Eighth Modification Agreement") (as modified, the "Note");

WHEREAS, Grantor desires to modify the Note to release certain collateral security and to add certain other collateral security; and

WHEREAS, Grantor and Beneficiary have agreed to make certain amendments and modifications to the Deed of Trust to reflect such agreements;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1. Amendments to Deed of Trust. The Deed of Trust is hereby modified and amended in the following respects.

(a) The definition of "Guaranties" in Section 1.1 of the Deed of Trust is hereby modified and amended to read in its entirety as follows:

"Guaranties": Collectively, those certain Guaranty Agreements dated as of December 30, 2005, executed by Guarantor for the benefit of Lender, as modified and re-affirmed by that certain Loan Modification Agreement dated as of August 30, 2007 (the "First Modification Agreement"), and as further modified and re-affirmed by that certain Loan Modification Agreement dated as of August 28, 2008 (the "Second Modification Agreement"), as further modified and re-affirmed by that certain Loan Modification Agreement dated as of December 1, 2008 (the "Third Modification Agreement"), as further modified and re-affirmed by that certain Loan Modification Agreement dated as of August 27, 2009 (the "Fourth Modification Agreement"), as further modified and re-affirmed by that certain Loan Modification Agreement dated as of August 26, 2010 (the "Fifth Modification Agreement"), as further modified and re-affirmed by that certain Loan Modification Agreement dated as of August 25, 2011 (the "Sixth

Modification Agreement”), as further modified and re-affirmed by that certain Loan Modification Agreement dated as of August 25, 2012 (the “Seventh Modification Agreement”), as further modified and re-affirmed by that certain Loan Modification Agreement dated as of July 5, 2013 (the “Eighth Modification Agreement”; the First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement, the Fourth Modification Agreement, the Fifth Modification Agreement, the Sixth Modification Agreement, the Seventh Modification Agreement and the Eighth Modification Agreement are collectively referred to as the “Modification Agreement”).”

(b) The definition of “Loan Documents” in Section 1.1 of the Deed of Trust is hereby modified and amended to read in its entirety as follows:

“Loan Documents”: (a) that certain Revolving Note dated as of December 30, 2005, executed by Borrower, payable to the order of Beneficiary, in the stated principal amount of Three Million and No/100 Dollars (\$3,000,000.00), with such principal amount being increased to Five Million and No/100 Dollars (\$5,000,000.00) pursuant to the First Modification Agreement, and such principal amount being further increased to Ten Million and No/100 Dollars (\$10,000,000.00) pursuant to the terms of the Second Modification Agreement, and such principal amount being reduced to Nine Million Two Hundred Seven Thousand and No/100 Dollars (\$9,207,000.00) pursuant to the terms of the Third Modification Agreement and such principal amount being further reduced to Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00) pursuant to the terms of the Fourth Modification Agreement and such principal amount being further reduced to Seven Million and No/100 Dollars (\$7,000,000.00) pursuant to the terms of the Fifth Modification Agreement and such principal amount being further reduced to Five Million and No/100 Dollars (\$5,000,000.00) pursuant to the terms of the Sixth Modification Agreement and such principal amount being increased to Nine Million and No/100 Dollars (\$9,000,000.00) pursuant to the terms of the Seventh Modification Agreement (as modified, the “Note”), (b) this Deed of Trust, as amended by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 28, 2008, as further amended by that certain Second Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 1, 2008, as affected by the partial release of lien executed by Beneficiary for the Contract Unit (as defined in the Third Modification Agreement) and as further amended by that certain Third Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 27, 2009, as further amended by that certain Fourth Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 26, 2010, as further amended by that certain Fifth Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 25, 2011, as further amended by that certain Sixth Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 25, 2012, (c) the Guaranties, (d) that certain Revolving Loan

Agreement dated as of December 30, 2005, executed by Beneficiary, Borrower and Guarantor, as modified by the Modification Agreement (as modified, the "Loan Agreement"), (e) that certain Partnership Interest Pledge and Security Agreement dated as of December 30, 2005, as modified by the Modification Agreement (as modified, the "Partnership Pledge Agreement"), (f) that certain Stock Security Agreement dated as of August 28, 2008, as modified by the Modification Agreement (as amended, the "Original Stock Pledge Agreement"), (g) that certain Pledge, Assignment and Security Agreement (Collateral Note and Collateral Note Security) dated as of August 28, 2008, as modified by the Modification Agreement (as amended, the "SNS Note Pledge Agreement"), which SNS Note Pledge Agreement was later released by Beneficiary, (h) that certain Pledge, Assignment and Security Agreement (Collateral Note and Collateral Note Security) dated as of September 26, 2012 (the "Smokey Point Note Pledge Agreement"), which Smokey Point Note Pledge Agreement was released by Beneficiary pursuant to the terms of the Eighth Modification Agreement, (i) that certain Stock Security Agreement executed by The Walden Group, Inc. pledging common stock in Daseke Inc. dated as of July 5, 2013 (the "TWG Stock Pledge Agreement"), (j) that certain Stock Security Agreement executed by Don R. Daseke pledging common stock in Daseke Inc. dated as of July 5, 2013 (the "Borrower Stock Pledge Agreement"; together with the Original Stock Pledge Agreement, the Partnership Pledge Agreement and the TWG Stock Pledge Agreement being collectively referred to as the "Security Agreement") (k) all other documents now or hereafter executed by Grantor, Borrower, Guarantor or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or this Deed of Trust, and (l) all modifications, restatements, extensions, renewals and replacements of the foregoing (including, without limitation, the Modification Agreement)."

2. Continuing Effect. Except as expressly modified by the terms and provisions of this Amendment, each and every of the terms and provisions of the Deed of Trust are unchanged and continued in full force and effect and the lien and security interest created by the Deed of Trust are valid and subsisting.

3. Parties Bound. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

4. Counterparts. This Amendment may be executed in several counterparts by one or more of the undersigned and all such counterparts so executed shall together be deemed and constitute one final Amendment, as if one document had been signed by all parties hereto; and each such counterpart shall be deemed an original, binding the parties subscribed hereto and multiple signature pages affixed to a single copy of this Amendment shall be deemed to be a fully executed original Amendment.

5. Authority. Each party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each

party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth above.

**BENEFICIARY:**

SOVEREIGN BANK

By: [Signature]  
Derek Blount,  
President-North Dallas

**GRANTOR:**

[Signature]  
DON ROBERT DASEKE

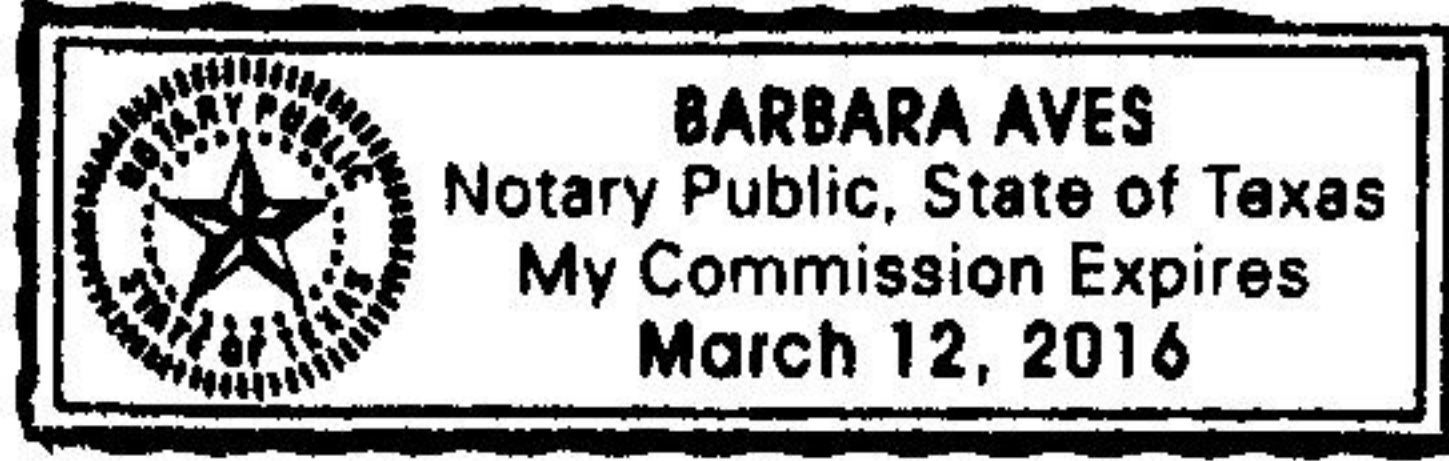
[Signature]  
BARBARA SUE DASEKE

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me this 5 day of July, 2013, by Don Robert Daseke, an individual.

[Signature]  
Notary Public  
BARBARA AVES  
Print Name of Notary

My Commission Expires:  
3-12-16

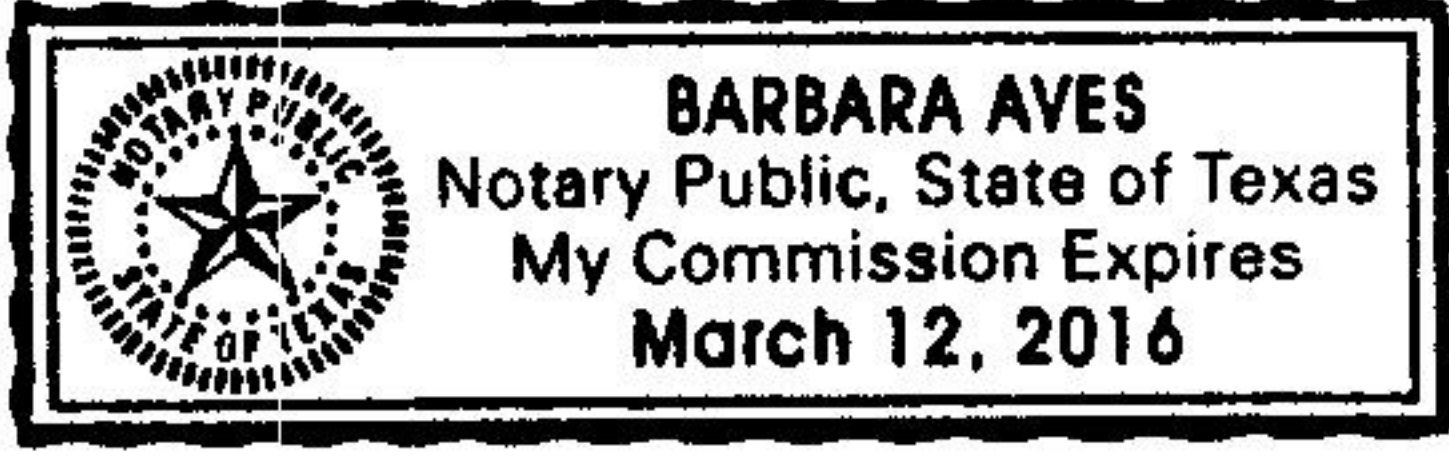


STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me this 5 day of July, 2013, by Barbara Sue Daseke, an individual.

[Signature]  
Notary Public  
BARBARA AVES  
Print Name of Notary

My Commission Expires:  
3-12-16



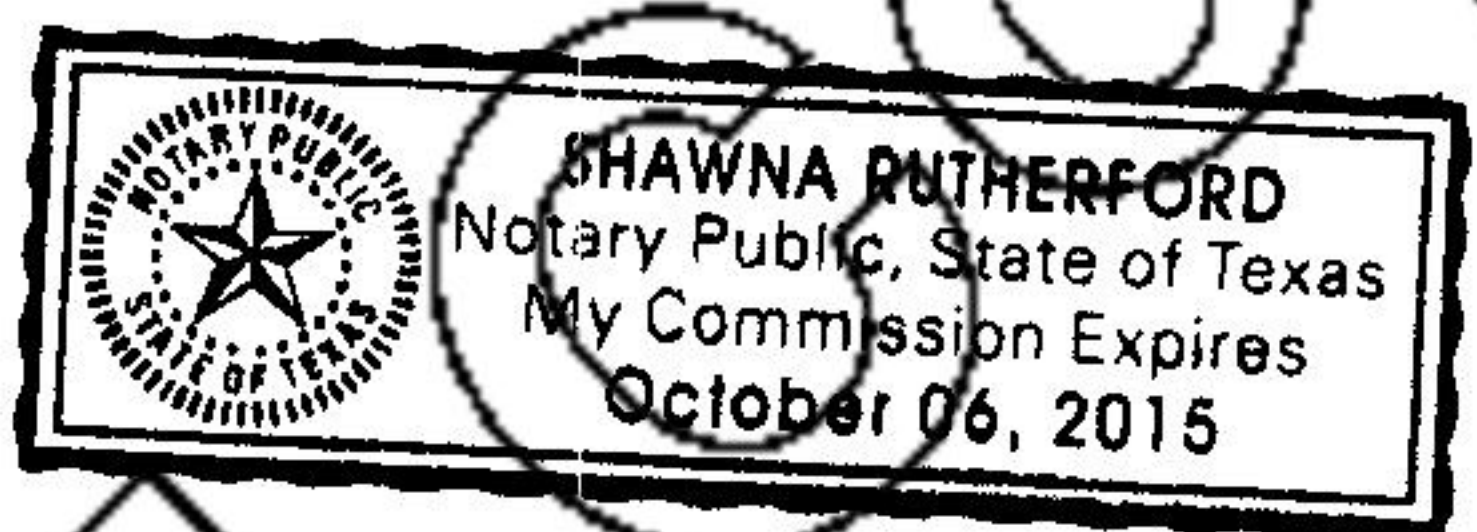
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me this 9 day of July, 2013, by Derek Blount, President-North Dallas of Sovereign Bank, on behalf of said bank.

Shawna Rutherford  
Notary Public  
Shawna Rutherford  
Print name of Notary

My Commission Expires:  
10-6-2015

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## EXHIBIT A

### Legal Description

3111 Welborne Avenue, #1302, Dallas, Texas 75219: The Subject Property consists of: the Residence #1302, of The Centrum Tower, a Residential Condominium, created pursuant to the Amended and Restated Residential Condominium Declaration recorded under Instrument Number 200600178273 of the Real Property Records of Dallas County, Texas ("Residential Declaration"), and located within the Residential Unit of The Centrum Master Condominium created pursuant to the Second Amended and Restated Declaration of The Centrum Master Condominium, recorded in Volume 2005153, Page 0132 of the Real Property Records of Dallas County, Texas, amended by that certain First Amendment to Second Amended and Restated Declaration of the Centrum Master Condominium recorded under Instrument Number 200600141895 of the Real Property Records of Dallas County, Texas covering a building built on land located in Dallas County, Texas; together with an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements in the percentage designated for the Residence on Exhibit C attached to the Residential Declaration and the exclusive right to use as a limited common element the Residential Parking Space(s) 30 & 31 and the Residential Storage Space(s) B6.

3111 Welborne Avenue, #1307, Dallas, Texas 75219: The Subject Property consists of: the Residence #1307, of The Centrum Tower, a Residential Condominium, created pursuant to the Amended and Restated Residential Condominium Declaration recorded under Instrument Number 200600178273 of the Real Property Records of Dallas County, Texas ("Residential Declaration"), and located within the Residential Unit of The Centrum Master Condominium created pursuant to the Second Amended and Restated Declaration of The Centrum Master Condominium, recorded in Volume 2005153, Page 0132 of the Real Property Records of Dallas County, Texas, amended by that certain First Amendment to Second Amended and Restated Declaration of the Centrum Master Condominium recorded under Instrument Number 200600141895 of the Real Property Records of Dallas County, Texas covering a building built on land located in Dallas County, Texas; together with an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements in the percentage designated for the Residence on Exhibit C attached to the Residential Declaration and the exclusive right to use as a limited common element the Residential Parking Space(s) 40 & 41 and the Residential Storage Space(s) B4.

3111 Welborne Avenue, #1406, Dallas, Texas 75219: The Subject Property consists of: the Residence #1406, of The Centrum Tower, a Residential Condominium, created pursuant to the Amended and Restated Residential Condominium Declaration recorded under Instrument Number 200600178273 of the Real Property Records of Dallas County, Texas ("Residential Declaration"), and located within the Residential Unit of The Centrum Master Condominium created pursuant to the Second Amended and Restated Declaration of The Centrum Master Condominium, recorded in Volume 2005153, Page 0132 of the Real Property Records of Dallas County, Texas, amended by that certain First Amendment to Second Amended and Restated Declaration of the Centrum Master Condominium recorded under Instrument Number 200600141895 of the Real Property Records of Dallas County, Texas covering a building built on land located in Dallas County, Texas; together with an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements in the percentage

designated for the Residence on Exhibit C attached to the Residential Declaration and the exclusive right to use as a limited common element the Residential Parking Space(s) 32 & 33 and the Residential Storage Space(s) A6.

3111 Welborne Avenue, #1505, Dallas, Texas 75219: The Subject Property consists of: the Residence #1505, of The Centrum Tower, a Residential Condominium, created pursuant to the Amended and Restated Residential Condominium Declaration recorded under Instrument Number 200600178273 of the Real Property Records of Dallas County, Texas ("Residential Declaration"), and located within the Residential Unit of The Centrum Master Condominium created pursuant to the Second Amended and Restated Declaration of The Centrum Master Condominium, recorded in Volume 2005153, Page 0132 of the Real Property Records of Dallas County, Texas, amended by that certain First Amendment to Second Amended and Restated Declaration of the Centrum Master Condominium recorded under Instrument Number 200600141895 of the Real Property Records of Dallas County, Texas covering a building built on land located in Dallas County, Texas; together with an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements in the percentage designated for the Residence on Exhibit C attached to the Residential Declaration and the exclusive right to use as a limited common element the Residential Parking Space(s) 44 & 45 and the Residential Storage Space(s) B5.

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
07/31/2013 11:42:28 AM  
\$48.00



A handwritten signature in black ink, appearing to be "JF2".

201300240792

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