

After recording, return to:  
 Oklahoma City Economic Development Trust  
 Attn: Amy Simpson, Secretary  
 200 N. Walker, 2<sup>nd</sup> Floor  
 Oklahoma City, Oklahoma 73102

## EXHIBIT B

### LEASEHOLD MORTGAGE AND SECURITY AGREEMENT ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING

A power of sale has been granted in the mortgage and security agreement. A power of sale may allow the Mortgagee to take the mortgaged property and sell it without going to court in a foreclosure action upon default by the Mortgagor under this mortgage.

THIS Mortgage is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from Alley's End, LP, an Oklahoma limited partnership ("Mortgagor"), having a principal mailing address at 222 East Main Street, First Floor, Oklahoma City, Oklahoma, 73104 in favor of the CHPally LLC, an Oklahoma limited liability company ("Mortgagee"), having a principal mailing address at 7601 Tangle Vine Dr., Edmond, Oklahoma, 73034.

Capitalized terms herein are defined in Article 2.00.

#### 1.00 RECITALS

1.01 *The Loan* – Mortgagor is indebted to Mortgagee for the Loan in the principal sum of Two Million Dollars (\$2,000,000) as evidenced by Promissory Note of Mortgagor.

1.02 *Obligations Secured* – This Mortgage secures (a) the full and punctual payment of the Incentive Loan ("Loan") according to the terms of the Notes, (b) the payment of all sums due to Mortgagee according to the terms of any of the Loan Documents, and (c) the performance of, and compliance with, all of the obligations of Mortgagor (express or implied) contained in the Loan Documents.

2.00 **DEFINITIONS** – Whenever capitalized in this Mortgage the following terms shall have the meaning given in this Article 2.00, unless the context clearly indicates a contrary intent.

2.01 *Assignment of Rents and Leases* – "Assignment of Rents and Leases" means the General Assignment of Rents and Leases in favor of Mortgagee executed by Mortgagor which assigns rents under all leases to Mortgagee as additional security for the Loan.

2.02 *Controlling Party* – "Controlling Party" means any Person, directly or indirectly, possessing the power to direct or cause the direction of the management and policies of Mortgagor, whether through the ownership or control of voting securities or rights,

by Contract or otherwise.

2.03 *Default* – “Default” means, to the extent existing and continuing beyond any applicable notice and cure period: (a) the failure of Mortgagor to perform, cause to be performed, abide by, comply with, or observe any duty or obligation imposed upon Mortgagor by the Loan Documents; (b) the breach of any of Mortgagor's warranties or covenants contained in any of the Loan Documents; (c) a misrepresentation by Mortgagor or Mortgagor’s counsel, or any other Person on behalf of Mortgagor, in any of the Loan Documents; and (d) any event, happening, or condition which would constitute an Event of Default if not cured within any applicable grace period.

2.04 *Encumbrances* – “Encumbrances” includes all liens, mortgages, rights, leases, restrictions, easements, licenses, deeds of trust, covenants, agreements, rights of way, rights of redemption, security interests, conditional sales agreements, land installment contracts, options, encumbrances and all other burdens or charges.

2.05 *Event of Default* – “Event of Default” has the meaning given in Section 9.01.

2.06 *Escrow Account I* – “Escrow Account” means the Account which may be maintained pursuant to Section 6.02.

2.07 *Ground Lease* - “Ground Lease” means the Ground Lease dated \_\_\_\_\_ from \_\_\_\_\_, as lessor, to Mortgagor, as lessee, which is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the office of the County Clerk of County, Oklahoma and which leases the Land to the Mortgagor for a term of \_\_\_\_\_ years commencing on \_\_\_\_ .

2.08 *Ground Lessor* – “Ground Lessor” means the lessor named in the Ground Lease, and the successors and assigns of the lessor inducting any subsequent owner of any portion of the lessor's interest in the Land.

2.09 *Guarantor* – Intentionally Omitted

2.10 *Guaranty* – “Guaranty” means the Guaranty Agreement in favor of favor of the Mortgagee securing among other things, the full and prompt payment and performance of Mortgagor’s obligations under the Loan Documents.

2.11 *Land* – “Land” means the land more particularly described in **Exhibit "A"** to this Mortgage.

2.12 *Law* – “Law” means all federal, state, county, and municipal laws, regulations, rules, and ordinances, and all rules, regulations and orders of any other governmental authority including common law and rulings, decisions and interpretations of all judicial, quasi-judicial, and administrative bodies.

2.13 *Legal Action* – “Legal Action” includes all suits or other proceedings brought at law or in equity or before any administrative agency, governmental body, or arbitrator which in any manner relate to the Mortgaged Property or arise out of or relate to any of the Loan Documents.

2.14 *Loan* – “Loan” means the Incentive Loan by Mortgagee to Mortgagor in the principal amount of Two Million Dollars (\$2,000,000) as evidenced by the Note.

2.15 *Loan Documents* – “Loan Documents” means this Mortgage and Assignment of Rents and Leases, the Note, and any and all other certificates, guarantees, opinions, assignments and documents executed in connection herewith or therewith, and all current and future supplements, amendments, and attachments thereto.

2.16 *Mortgaged Property* – “Mortgaged Property” has the meaning given in Section 3.06 hereof.

2.17 *Mortgagee* – “Mortgagee” means CHPALLY LLC, Mortgagee's successors and assigns, including any subsequent holder of the Note.

2.18 *Mortgagor* - “Mortgagor” means the party identified as such in the introductory Paragraph of this document, Mortgagor's successors and assigns, including any subsequent owner of all or any portion of Mortgagor's interest in the Mortgaged Property.

2.19 *Mortgage* – “Mortgage” means this document, including all current and future supplements, amendments, and attachments thereto.

2.20 *Note* – “Note” means the promissory note of Mortgagor and its Conduit Financier, CHPALLY LLC, of even date herewith in the principal sum of Two Million Dollars (\$2,000,000), payable to the order of Mortgagee and evidencing the Loan, including all current and future supplements, amendments and attachments thereto.

2.21 *Operate* – “Operate” means to operate, use, manage, lease, contract, and control, including the right to repair, renew, replace, alter, add, better, and improve.

2.22 *Penalty Rate* – “Penalty Rate” means an interest rate of \_\_\_\_\_ percentage points per annum above the interest rate otherwise payable on the Loan during the time period that the Penalty Rate is applicable.

2.23 *Permitted Encumbrances* – “Permitted Encumbrances” means (i) this Mortgage, (ii) the Leasehold Mortgage, Assignment of Rents and Security Agreement (the “Construction Mortgage”) dated on or about the date hereof and executed by Borrower in favor of Cedar Rapids Bank and Trust Company, a state chartered banking corporation organized and existing under the laws of Iowa (“CRBT”), (iii) the Swap Leasehold Mortgage, Assignment of Rents and Security Agreement date on or about the date hereof by Borrower in favor of CRBT (the “Swap Mortgage” and together with the Construction Mortgage, collectively, the

“CRBT Mortgages”), (iv) and all Encumbrances to which Mortgagee has given Mortgagee's prior written approval, liens arising from real estate taxes or public charges for sewage, water, drainage or other public improvements not yet due and payable, liens being contested as permitted herein and Tenant Leases not in violation of Section 7.04.

2.24 *Person* – “Person” means any individual, corporation, partnership, association, trust, joint venture, or any other legal entity.

2.25 *Property* – “Property” has the meaning given in Section 3.03.

2.26 *Real Property* – “Real Property” means the Land, together with the improvements and rights identified in Section 3.01 and all other portions of the Mortgaged Property which legally may be deemed to be real property under Section 3.07.

2.27 *Rents* – “Rents” includes all rents, profits, royalties, issues, revenues, income, proceeds, earnings, and products generated by or arising out of the Mortgaged Property

2.28 *Risk* – “Risk” includes risk of loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil strife, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, boiler explosion, and any other risk customarily insured against by persons operating property similar in kind to the Mortgaged Property.

2.29 *Taking* – “Taking” includes any taking by condemnation or eminent domain, any sale in lieu of condemnation under threat thereof: the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property by any public or quasi-public authority or corporation or any other person having the power of eminent domain.

2.30 *Taxes* – “Taxes” includes all taxes, excises, documentary stamp and transfer taxes, recordation taxes, assessments, water rents, sewer rents, metropolitan district charges, sanitary district charges, public dues, and other public charges levied or assessed upon the Mortgaged Property, upon the Loan, or upon any Loan Document.

2.31 *Tenant* – “Tenant” means any lessee of Mortgagor under any Tenant Lease, and any sub-lessee or assignee of a Lease.

2.32 *Tenant Leases* – “Tenant Leases” shall mean all and each lease, whether oral or written, which purports to convey a right to occupy any portion of the Property and includes subleases and assignments of leases.

2.33 *Uniform Commercial Code* – “Uniform Commercial Code” means the Uniform Commercial Code as adopted by the State of Oklahoma and any amendments thereto or reenactments thereof.

### 3.00 GRANTING CLAUSES

3.01 *Lien on Mortgagor's Leasehold Estate in the Real Property* – Mortgagor, in

consideration of the Loan and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants and assigns mortgages, grants and conveys, with power of sale, to Mortgagee all of the leasehold estate of Mortgagor in the Land created by the Ground Lease (except for the last day of the original term thereof unless extended, in which case excepting the last day of the extended term), which Land is situated in Oklahoma County, Oklahoma, and is described more particularly in **Exhibit "A"** attached as a part hereof: together with (a) all additions to, and modifications, extensions and renewals of the Ground Lease (except the last day of the term or extended term, if extended, which last day is reserved by Mortgagor), (b) any after acquired title of Mortgagor in the Land, including the Ground Lessor's interest therein should such estate be hereafter Required by Mortgagor, (c) all buildings and improvements now or hereafter located thereon, (d) all rights, rights of way, air rights, riparian rights, franchises, licenses, easements, tenements, hereditaments, appurtenances, accessions and other rights and privileges now or hereafter belonging to the Land or the buildings and improvements thereupon, now owned or hereafter acquired by Mortgagor.

3.02 *Lien on Fixtures and Personal Property*-Mortgagor further grants and assigns to Mortgagee all of the machines, apparatus, equipment, fixtures and articles of personal property now or hereafter located on the Land or in any improvements thereon (other than that owned by any Tenant), including without limitation, all signs, furniture, draperies, screens, awnings, storm windows and doors, window shades, cabinets, partitions, floor coverings, escalators, elevators and motors, ranges, refrigerators, boilers, tanks, furnaces, radiators and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, laundry, cleaning, fire prevention, fire extinguishing, communications, kitchen and incinerating equipment of whatsoever kind and character; and all the right, title and interest of Mortgagor in and to any of such property which may be subject to any title retention or security agreement or instrument having priority over this Mortgage.

3.03 *Property* – All of the property described in Sections 3.01 and 3.02 is hereinafter collectively called the "Property".

3.04 *Lien on Rents and Other Rights*-Mortgagor further grants and assigns to Mortgagee (a) all Rents, including, without limitation, all cash or security deposits to secure performance by Tenants (whether such cash or securities are to be held until the expiration of the terms of Tenant Leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms), (b) all of the estate, right, title, use, claim and demand of every nature whatsoever, at law or in equity, which Mortgagor may now have or may hereafter acquire in and to the Property, and (c) all right, title and interest of Mortgagor in and to all extensions, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by or released to Mortgagor, or constructed, assembled or pieced by or for Mortgagor on the Property, and all in conversion of the security constituted thereby.

3.05 *Lien on Insurance Policies and Condemnation Awards* – Mortgagor further grants and assigns to Mortgagee all insurance policies and insurance proceeds pertaining to the Property and all awards or payments, including interest thereon and the right to receive the

same, which may be made with respect to any of the Property as a result of any taking or any injury to or decrease in the value of the Property.

3.06 *The Mortgaged Property*- All of the property described in this Article 3.00 is collectively called the "Mortgaged Property."

3.07 *Security interest under the Uniform Commercial Code* – Any portion of the Mortgaged Property which by law is or may be real property shall be deemed to be a part of the Real Property for the purposes of this Mortgage. The remainder of the Mortgaged Property shall be subject to the Uniform Commercial Code, and this Mortgage shall constitute a Security Agreement with respect thereto. Mortgagor hereby grants to Mortgagee a security interest in that portion of the Mortgaged Property not deemed to be a part of the Real Property for the purpose of securing performance of all of Mortgagor's obligations under the Loan Documents. With respect to such security interest (a) Mortgagee may exercise all rights granted or to be granted a secured party under the Uniform Commercial Code as enacted in Oklahoma, and (b) upon the occurrence of an Event of Default as defined hereunder, Mortgagee shall have a right of possession superior to any right of possession of Mortgagor or any person claiming through or on behalf of Mortgagor.

#### 4.00 DEFEASANCE

4.01 *Termination of the Mortgage* – If all obligations of Mortgagor under this Mortgage and the other Loan Documents, are paid and satisfied in accordance with the terms hereof and thereof, the estate hereby granted shall cease and the Mortgaged Property shall be released to Mortgagor at the cost of Mortgagor.

#### 5.00 REPRESENTATIONS AND WARRANTIES

5.01 *Warranty of Title and Further Assurances* – Mortgagor warrants that Mortgagor has the right and authority to convey the Mortgaged Property and warrants generally title to the Mortgaged Property and that Mortgagor will execute such further assurances as may be requested.

5.02 *Existence, Good Standing, Power and Authority of Mortgagor* – Mortgagor is an Oklahoma limited partnership in good standing in the State of Oklahoma, and will maintain Mortgagor's good standing and existence until all of Mortgagor's obligations under the Loan Documents have been performed and satisfied. The execution and delivery of the Loan Documents, the carrying out of the transactions contemplated by the Loan Documents, and the performance of Mortgagor's obligations under the Loan Documents, have been duly authorized by all necessary action and will not conflict with or result in a breach of the Law or any agreement or other instrument to which Mortgagor is bound. The Loan Documents are valid and binding on Mortgagor thereof and are enforceable against Mortgagor in accordance with their respective terms, as applicable.

#### 6.00 COVENANTS, RIGHTS, AND DUTIES OF MORTGAGOR GENERALLY



6.01 *Covenant to Pay Loan and to Perform Obligations under the Terms of the Loan Documents* – Mortgagor covenants that Mortgagor punctually will (a) pay to Mortgagee the principal and interest of the Loan and all other costs and indebtedness secured hereby according to the terms of the Note and other Loan Documents, and (b) perform and satisfy all other obligations of Mortgagor under the Loan Documents.

6.02 *Escrow Account – Deleted.*

6.03 *Compliance with Laws* – Mortgagor shall comply with all Laws a breach of which would materially and adversely affect (a) the financial condition of Mortgagor, (b) the ability to use buildings and other improvements on the Land for the purposes for which they were designed or intended or (c) the value or priority of the lien of this Mortgage as to the Mortgaged Property or (d) the lien and security interest herein granted Mortgagee as to the Mortgaged Property.

6.04 *Notice with Respect to Ownership and Control of Mortgagor* - Mortgagor will at all times promptly notify Mortgagee of all changes in ownership of partnership interests of Mortgagor and any other change with respect to the identity of a Controlling Party. At any time Mortgagee may request, Mortgagor shall furnish a complete statement, sworn to under penalty of perjury by a general partner of Mortgagor, setting forth all of the partners of Mortgagor and the extent of their respective partnership interest or control. In the event Mortgagor is aware of any other Person having a beneficial interest in such partnership interests, the statement shall also set forth the name of such Person and the extent of their interest.

6.05 *Statement of Amount Owning and Defenses* – Within 30 days after request from Mortgagee, Mortgagor shall certify, in writing, the amount of principal and interest then owing on the Loan.

6.06 *Changes in Applicable Tax Laws*- In the event (a) any Law is hereafter enacted which imposes a Tax upon the Loan, any of the Loan Documents, or the transactions evidenced or contemplated by any of the Loan Documents, or (b) any Law now in force governing the taxation of mortgages, debts secured by mortgages, or the manner of collecting any such Tax shall be changed or modified, in any manner, so as to impose a Tax upon the Loan, any of the Loan Documents, or the transactions evidenced by or contemplated by any of the Loan Documents (including, without limitation, a requirement that revenue stamps be affixed to any or all of the Loan Documents), Mortgagor will promptly pay any such Tax. If Mortgagor fails to make prompt payment, or if any Law either prohibits Mortgagor from making the payment or would penalize Mortgagee if Mortgagor makes the payment, then the failure, prohibition, or penalty, shall entitle Mortgagee to exercise all rights hereunder as though an Event of Default had occurred.

6.07 *Further Assurances and Continuation Statements* – Mortgagor from time to time shall execute, acknowledge, deliver, and record at Mortgagor's sole cost and expense, all

further instruments, deeds, conveyances, supplemental mortgages, assignments, financing statements, transfers, and assurances as in the opinion of Mortgagee's counsel may be necessary (a) to preserve, continue, and protect the lien and security interests herein granted in and to the Mortgaged Property, (b) to perfect the grant to Mortgagee of every part of the Mortgage Property, and (c) to secure the rights and remedies of Mortgagee under this Mortgage and the other Loan Documents. Mortgagor at the request of Mortgagee, shall execute promptly any continuation statements required by the Uniform Commercial Code to maintain the lien on any portion of the Mortgaged Property subject to the Uniform Commercial Code.

6.08 *Expenses* - Mortgagor shall reimburse Mortgagee for any sums, including attorney's fees and expenses, incurred or expended by Mortgagee (a) in connection with any action or proceeding to sustain the lien, security interest, priority, or validity of any Loan Document, (b) to protect, enforce, interpret, or construe any of Mortgagee's rights under the Loan Documents, (c) for any title examination or title insurance policy relating to the title to the Mortgaged Property, or (d) for any other purpose contemplated by the Loan Documents. Mortgagor shall, upon demand, pay all such sums together with interest thereon at the Penalty Rate accruing from the time the expense is paid. All such sums so expended by Mortgagee shall be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage or to recover or collect the Loan, the provisions of Law allowing the recovery of costs, disbursements, and allowances shall be in addition to the rights given by this Section 6.08.

## 7.00 RIGHTS AND DUTIES OF MORTGAGOR WITH RESPECT TO MANAGEMENT AND USE OF THE MORTGAGED PROPERTY

7.01 *Control by Mortgagor* – Until the happening of any Event of Default, Mortgagor shall have the right to possess and enjoy the Mortgaged Property and, except as prohibited by the Loan Documents, to receive the Rents.

7.02 *Management* – At all times Mortgagor shall provide competent and responsible management to operate the Mortgaged Property. If Mortgagee so requests, all management and service contracts involving the Mortgaged Property shall be subject to approval in writing by Mortgagee prior to their execution and, once approved by Mortgagee, shall not be amended or terminated without Mortgagee's prior written approval. Approval by Mortgagee shall not be unreasonably withheld, conditioned or delayed.

7.03 *Financial Statements; Books and Records* – Mortgagor shall furnish to Mortgagee annual financial and operating statements of Mortgagor and of the Mortgaged Property. Such statements shall show all items of income and expense for the operation of the Mortgaged Property, shall be certified by Mortgagor and shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. All such financial and operating statements shall be supplied not later than 30 days after the close of Mortgagor's fiscal year. Mortgagor's fiscal year commences \_\_\_\_\_ and ends \_\_\_\_\_. Mortgagor promptly will advise Mortgagee of any change in such fiscal year. Mortgagor agrees to make Mortgagor's books and records relating to the operation of the Mortgaged Property available for inspection by Mortgagee, upon request at any reasonable time, at Mortgagor's principal place of business or at such other



location in the State of Oklahoma as Mortgagee may reasonably request.

*7.04 Tenant Leases* – All Tenant Leases shall contain a provision prohibiting subleasing or assigning by any Tenant without the prior written approval of Mortgagee. Mortgagor will comply with Mortgagee's obligations under all Tenant Leases. Mortgagor, within 15 days after written request from Mortgagee, shall deliver to Mortgagee a detailed list and description of all Tenant Leases with copies thereof and such additional information as may be requested by Mortgagee. Upon demand by Mortgagee, Mortgagor will transfer and assign to Mortgagee, in a form satisfactory to Mortgagee, Mortgagor's interest in any Tenant Lease as further security for the obligations secured hereby. No such assignment shall impose upon Mortgagee any liability to perform Mortgagor's obligations under any Lease.

*7.05 Enforcement of Leases, Amendment, Waiver, etc.* – Mortgagor will enforce all Tenant Leases according to their terms and shall take such action to that end as may be requested by Mortgagee regardless of whether any such Tenant Lease has been assigned to Mortgagee. Mortgagor shall not, without the prior written consent of Mortgagee (a) cancel or terminate, or consent to or accept any cancellation, termination, or surrender of any Tenant Lease, or permit any event within Mortgagor's control to occur which would terminate or cancel any Tenant Lease, (b) amend or modify any Tenant Lease, waive any default under or breach of any Tenant Lease, (d) consent to or permit any prepayment or discount of rent or advance rent under any Tenant Lease, or (e) give any consent, waiver, or approval under any Tenant Lease or take any other action with respect to any Tenant Lease which may impair the value of Mortgagee's interest in the Mortgaged Property. Mortgagor shall comply with and perform all duties and obligations imposed upon or assumed by it in all Tenant Leases.

*7.06 Subordination and Attornment* – In the event of a foreclosure sale pursuant to this Mortgage, each Tenant shall, upon request, attorn to and acknowledge any purchaser at foreclosure or grantee in lieu of foreclosure as landlord and the purchaser or grantee will not be required to credit any Tenant under any Tenant Lease with rent paid more than one (1) month in advance. All Tenant Leases shall be subject and subordinate to modifications of and amendments to the Loan Documents and any additional financing or refinancing of the Mortgaged Property by or for Mortgagee.

*7.07 Restriction on Assignment of Rents* – Mortgagor shall not assign the Rents arising from the Mortgaged Property or any part thereof or any interest therein, except as provided for in the CRBT Mortgages, without the prior written consent of Mortgagee. Any attempted assignment, pledge, hypothecation, or grant without this consent shall be null and void.

*7.08 Alterations and Additional Improvements* – Mortgagor shall make no structural alterations or material nonstructural alterations to the Mortgaged Property, or construct any additional improvements on the Land without the prior written consent of Mortgagee. All alterations or improvements consented to by Mortgagee shall be completed and paid for by Mortgagor within a reasonable time. All such alterations or improvements shall be erected (a) in a good and workmanlike manner strictly in accordance with all applicable Laws, (b) entirety on the Land, (c) without encroaching upon any easement, right of way, or land of

others, (d) so as not to violate any applicable use, height, set-back or other applicable restriction, and (e) without permitting any mechanic's lien to attach to the Mortgaged Property which is not being contested as permitted in Section 7.13. All alterations, additions, and new improvements to the Mortgaged Property automatically shall be a part of the Mortgaged Property and shall be subject to this Mortgage.

*7.09 Restrictions on Sale and Transfer of the Mortgaged Property* – Except as permitted under the Loan Documents, Mortgagor shall not permit the Mortgaged Property, or any part or portion thereof or any interest therein to be transferred (whether by voluntary or involuntary conveyance, merger, operation of law, or otherwise) without the prior written consent of Mortgagee. Any transferee of the Mortgaged Property or any part or portion thereof or any interest therein, by virtue of its acceptance of the transfer, shall (without in any way affecting Mortgagor's liability under the Loan Documents) be conclusively deemed to have agreed to assume primary personal liability for the performance of Mortgagor's obligations under the Loan Documents. This section shall not apply to any Taking, any disposition permitted by Section 7.12, any Tenant Lease entered into in compliance with Section 7.0,1, or any disposition by foreclosure hereunder or as otherwise permitted by the Loan Documents.

*7.10 Restriction on Encumbrances* – Mortgagor shall not allow any Encumbrances on the Mortgaged Property except the Permitted Encumbrances. Mortgagor shall give Mortgagee prompt notice of any Defaults in or under any Permitted Encumbrances and any notice of foreclosure or threat of foreclosure. Mortgagor shall comply with Mortgagor's obligations under all Permitted Encumbrances. Mortgagee may, at Mortgagee's election, satisfy any Encumbrance (other than a Permitted Encumbrance not then in Default), and Mortgagor shall, on demand, reimburse Mortgagee for any sums advanced for such satisfaction together with interest at the Penalty Rate accruing from the date of satisfaction, which sums shall be secured hereby.

*7.11 Maintenance, Waste, Repair and Inspection* – Mortgagor shall: (a) keep and maintain the Mortgaged Property in good order, condition, and repair and make all equipment replacements and repairs necessary to insure that the security for the Loan is not impaired, (b) not commit or suffer any waste of the Mortgaged Property, (c) promptly protect and conserve any portion of the Mortgaged Property remaining after any damage to, or partial destruction of, the Mortgaged Property, (d) promptly repair, restore, replace or rebuild any portion of the Mortgaged Property which is damaged or destroyed, (e) promptly restore the balance of the Mortgaged Property remaining after any Taking, (f) permit Mortgagee or Mortgagee's designee to inspect the Mortgaged Property at all reasonable times, and (g) not make any material change in the grade of the Mortgaged Property or permit any excavation of or on the Mortgaged Property.

*7.12 Removal and Replacement of Equipment and Improvements* – No part of the Mortgaged Property, except supplies consumed in the normal course of business and operations, shall be removed from the Land, demolished, or materially altered without the

prior written consent of Mortgagee. Mortgagor may, without consent and free from the lien and security interest of this Mortgage, remove and dispose of any worn out or obsolete fixtures or equipment, which are a part of the Mortgaged Property upon 30 days prior written notice to Mortgagee. Prior to or simultaneous with their removal, such fixtures and equipment shall be replaced with fixtures or equipment of equal or greater value. The replacement fixtures or equipment shall be free of all Encumbrances, automatically shall be subject to the lien and security interest of this Mortgage, and automatically shall be subject to the granting clauses hereof. Upon the sale of any removed fixtures and equipment which are not replaced, the proceeds shall be applied as a prepayment of the Loan, to be applied in inverse order of maturity. All sales shall be conducted in a commercially reasonable manner with a bona fide effort to obtain a sale price at least equal to market value.

7.13 *Taxes and Permitted Contests* – Mortgagor shall pay (a) all Taxes on or before the date any interest or penalty begins to accrue or attach thereto, and (b) all lawful claims which, if unpaid, might become a lien or charge upon the Mortgaged Property to such an extent as to materially and adversely affect Mortgagor's ability to use the Mortgaged Property for the purposes for which it was designed or intended. Provided however, Mortgagor shall not be required to pay any Taxes or claim the amount, validity or payment of which is being contested, in good faith, by appropriate legal proceedings, and so long as, in the sole opinion of Mortgagee, no part of the Mortgaged Property is in danger of being sold, forfeited or lost and the contest is not impairing the security for the Loan. Upon payment thereof, Mortgagor promptly shall supply Mortgagee with receipts showing the payment of the Taxes or claim.

7.14 *Restrictive Covenants, Zoning, etc.* – No restrictive covenant, zoning change, or other restriction affecting the Mortgaged Property may be entered into, requested by or consented to by Mortgagor without the prior written consent of Mortgagee.

7.15 *Preservation of Appurtenances* – Mortgagor will do all things necessary to preserve intact and unimpaired, all easements, appurtenances, and other interests and rights in favor of, or constituting any portion of, the Mortgaged Property.

## 8.00 INSURANCE AND CONDEMNATION

8.01 *Casualty Insurance and Allocation in Event of Loss* – Mortgagor shall keep the Mortgaged Property insured for the benefit of the Ground Lessor, Mortgagor, and Mortgagee against all risks. The limits, form, co-insurance clauses, and insurer for all such policies shall be satisfactory to Mortgagee. In no event shall the insurance be in amounts less than those required under the terms of the Ground Lease. Mortgagor shall assign and deliver to Mortgagee all such policies. The policies shall contain a standard mortgagee loss payable endorsement providing that, subject only to the rights of CRBT under the terms and conditions of the CRBT Mortgages, and the Ground Lessor under the terms and conditions of the Ground Lease, all payments shall be made to the sole order of Mortgagee to be applied by Mortgagee in accordance with the terms of this Mortgage. Within 30 days prior to the expiration of any policy, Mortgagor shall supply Mortgagee with a renewal policy marked "Premium Paid." All proceeds under such policies received by Mortgagee shall except to the extent otherwise

provided in the Ground Lease, be applied (a) if funds sufficient to restore the Mortgaged Property are available from such insurance proceeds (together with other funds supplied or caused to be supplied by Mortgagor) and no Default is then outstanding, to the restoration of the Mortgaged Property, or (b) if sufficient funds are not available to restore the Mortgaged Property or a Default is then outstanding, to prepayment of amounts due under the Note, in inverse order of maturity. All moneys not utilized for the restoration of the Mortgaged Property shall be applied as a prepayment of amounts due under the Note, in inverse order of maturity. If proceeds of insurance are used to restore the Mortgaged Property, as aforesaid, Mortgagee shall not be obligated to see to the proper allocation thereof, nor shall any such amount so used be deemed a payment of any indebtedness secured by this Mortgage. Except to the extent otherwise provided in the Ground Lease, proceeds of insurance to be used for restoration purposes shall be held by Mortgagee and disbursed under such terms and conditions, to such Persons, and at such times as Mortgagee may determine. All rights of Mortgagee under this Section 8.01 shall at all times be subordinate to the rights of CRBT.

8.02 *Liability Insurance* – Unless waived by Mortgagee, Mortgagor will maintain liability and indemnity insurance with respect to the Mortgaged Property in such amounts, with such companies, and subject to such terms and conditions as Mortgagee may direct and approve. In no event shall the insurance be in amounts less than those required under the terms of the Ground Lease. Such policies of insurance shall name the Ground Lessor and Mortgagee as additional insureds thereunder and within 30 days prior to the expiration of any policy, Mortgagor shall supply Mortgagee with a renewal policy marked "Premium Paid".

8.03 *Business Interruption Insurance* – Unless waived by Mortgagee, Mortgagor shall also carry and maintain rental interruption insurance on the Mortgaged Property in the same manner and under the same conditions (to the extent applicable) as provided in Section 8.02.

8.04 *Condemnation and Allocation of Condemnation Award* – Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for a Taking, will notify Mortgagee of such proceedings. Mortgagee may participate in any such proceedings, and Mortgagor will, from time to time, deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. Any award or payment as a result of any Taking, allowed to Mortgagor or to Mortgagee, shall be paid to Mortgagee, to be applied (a) if funds sufficient to restore the remainder of the Mortgaged Property are available from such award or payment (together with other funds supplied or caused to be supplied by Mortgagor) and no Default is then outstanding, to the restoration of the remainder of the Mortgaged Property or (b) if sufficient funds are not available to restore the remainder of the Mortgaged Property or a Default is then outstanding, to prepayment of amounts due under the Note, in inverse order of maturity. All moneys not utilized for the repair or restoration of the remainder of the Mortgaged Property shall be applied as a prepayment of amounts due under the Note in the inverse order of their maturity. The application of any award or payment as a prepayment of amounts due under the Note shall take effect only on the actual date of the receipt of the payment or award by Mortgagee. In the event any payment or award is used to restore the Mortgaged Property, as aforesaid, Mortgagee shall not be obligated to see to the proper

allocation thereof nor shall pay amount so used be deemed a payment of any indebtedness secured by this Mortgage. Except to the extent otherwise provided in the Ground Lease, payments or awards to be used for restoration purposes, as aforesaid, shall be held by Mortgagee and disbursed under such terms and conditions, to such Persons, and at such times as Mortgagee may determine.

8.05 *Consistency with Ground Lease* – The provisions of Sections 8.01, 8.02, 8.03 and 8.04 shall control only to the extent they are not prohibited by or inconsistent with the terms of the Ground Lease. In the event of any inconsistencies, the terms of the Ground Lease shall control.

## 9. DEFAULT

9.01 *Event of Default* – The occurrence of any of the following shall constitute an Event of Default if continuing beyond any applicable notice and cure period.

9.01.1 *Monetary Defaults* – The failure of Mortgagor to pay any amounts due under the Loan Documents or under the Ground Lease when due and payable, whether at maturity, by obligation or election to prepay or otherwise, unless such payment is made within 10 days from the date such payment became due and payable.

9.01.2 *Breach of Representations and Warranties* – Any representation or warranty made by Mortgagor herein or any statement or representation made in any of the Loan Documents shall prove to have been incorrect in any material respect when made or shall be breached.

9.01.3 *Insurance Provisions* – The failure of Mortgagor to perform Mortgagor's obligations set forth in Section 8.01, 8.02 or 8.03.

9.01.4 *Receiver; Bankruptcy* – If Mortgagor of the Loan (a) applies for, or consents in writing to, the appointment of a receiver, trustee, or liquidator for it or him the Mortgaged Property, or of all or substantially all of its or his assets, (b) files a voluntary petition in bankruptcy or admits in writing its or his inability to pay its or his debts as they become due, (c) makes a general assignment for the benefit of creditors, (d) files a petition or an answer seeking a reorganization, composition, adjustment, arrangement with creditors, or takes advantage of any insolvency law, (e) files an answer admitting the material allegations of a petition filed against it or him in any bankruptcy, reorganization, composition, adjustment, arrangement, or insolvency proceeding, or (f) is dissolved as a result of an adversary suit or proceeding.

9.01.5 *Receiver; Bankruptcy (Involuntary)* – If (a) any execution of attachment levied against the assets of Mortgagor is not set aside, discharged, or stayed within 10 days after the same was levied or within 30 days after the expiration of any stay thereof, (b) any stay thereof, (b) any order, judgment, or decree is entered by any court of competent jurisdiction on the application of a creditor, adjudicating Mortgagor bankrupt or insolvent, or appointing a receiver, trustee, or liquidator for Mortgagor, or of all or substantially

all of its or his assets, or (c) an order of relief is entered against Mortgagor pursuant to any bankruptcy statute or law and such order, judgment, or decree continues unstayed and in effect for a period of 30 days and is not discharged within 60 days after the expiration of any stay thereof.

9.01.6 *Assignment of Rents* – Any attempted assignment by Mortgagor of the whole or any part of the Rents in contravention of Section 7.07.

9.01.7 *Prohibited Transfer of Encumbrance* – Any transfer or event in violation of the provisions of Sections 7.09, 7.10, or 7.11.

9.01.8 *Loss of License* – The loss of any franchise agreement, license or permit necessary for the operation, occupancy, or use of the Mortgaged Property and the same is not restored within 60 days after the loss.

9.01.9 *Judgments* – Any judgment against Mortgagor remains unpaid, unstayed, undischarged, unbonded or undismissed for a period of 60 days following the date which the judgment becomes final or any appeal thereof is finally determined.

9.01.10 *Other Obligations* – DELETED.

9.01.11 *Other Defaults* – The failure of Mortgagor to perform or observe any of Mortgagor's obligations or covenants under this Mortgage not previously specifically referred to in this Article 9.00, which failure continues for a period of 60 days after written notice to Mortgagor.

9.01.12 *Default under Other Documents* – The failure of Mortgagor to perform or observe any of Mortgagor's obligations or covenants (a) in any Loan Document other than this Mortgage, which failure is not remedied within any applicable grace period specified in such other Loan Document or (b) in the Ground Lease and not involving a payment of the type referred to in Section 9.01.1 above, which is not remedied within any applicable grace period specified in the Ground Lease.

9.01.13 *Event of Default under Other Loan Documents* – An "Event of Default" (if so defined) occurs under a Loan Document other than this Mortgage. Provided, that, Mortgagor's limited partners shall have the right, but not the obligation, to cure defaults on behalf of Mortgagor.

9.02 *Payment or Performance by Mortgagee* – Upon Default, Mortgagee may, at Mortgagee's option, make any payments or take any actions Mortgagee deems necessary or desirable to cure the Default or conserve the Mortgaged Property. Mortgagor shall, upon demand, reimburse Mortgagee for all sums so advanced or expenses incurred by them, together with interest at the Penalty Rate from the date of advance or payment of the same, which sums shall be secured by this Mortgage. Mortgagee may enter upon the Mortgaged Property without prior notice to Mortgagor or judicial process and may take any action to enforce Mortgagee's rights under this Section 9.02 without liability to Mortgagor.



9.03 *Possession by Mortgagee* – Upon the occurrence of an Event of Default, Mortgagee may enter upon and take possession of the Mortgaged Property without prior notice to Mortgagor, and without the necessity of judicial process, or the appointment of a receiver. Mortgagee may exclude all persons from the Mortgaged Property and may proceed to Operate the Mortgaged Property and receive all Rents. Mortgagee shall have the right as agent for Mortgagor to Operate the Mortgaged Property and carry on the business of Mortgagor, either in the name of Mortgagor or otherwise. Mortgagee shall not be liable to Mortgagor for taking possession of the Mortgaged Property, as aforesaid, nor shall Mortgagee be required to make repairs or replacements, and Mortgagee shall be liable to account only for Rents actually received by Mortgagee. All Rents collected by Mortgagee shall be applied (a) first, to pay all expenses incurred in taking possession of the Mortgaged Property, (b) second, to pay costs and expenses to operate the Mortgaged Property and/or to comply with the terms of the Ground Lease and/or the Loan Documents, including reasonable attorney's fees, (c) third, to pay all sums secured by the Loan Documents in the order of priority selected by Mortgagee, and (d) fourth, with the balance, if any, to Mortgagor or to such other Person as may be entitled thereto. No assignment of Leases shall impose upon Mortgagee any liability to perform Mortgagor's obligations under such Leases. All rights of Mortgagee under this Section 9.03 shall at all times be subordinate to the rights of CRBT as mortgagee under the CRBT Mortgages.

9.04 *Acceleration of the Note* – Upon an Event of Default, Mortgagee may, at Mortgagee's option and by written notice to Mortgagor, declare the entire balance of the Note and all other amounts due under the Loan Documents, immediately due and payable. Acceleration of maturity, once claimed by Mortgagee, may at the option of Mortgagee be rescinded by written acknowledgement to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity.

9.05 *Collection of Rents* – Upon the occurrence of an Event of Default and written demand by Mortgagee to the Tenants, all Rents shall be payable directly to Mortgagee.

9.06 *Judicial Foreclosure and Power of Sale* – Mortgagor assents to the passage of a decree for the sale of the Mortgaged Property upon the occurrence of an Event of Default, by any court having jurisdiction and Mortgagor authorizes and empowers Mortgagee, upon the occurrence of an Event of Default, to sell Mortgagor's interest in the Mortgaged Property, in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act or any other Law. The Mortgaged Property or any interest there may be sold upon such terms and in as may parcels as the person conducting the sale may, in his sole discretion, elect.

9.07 *Application and Proceeds of Sale* – Upon a foreclosure sale, the purchaser shall receive that portion of or interest in the Mortgaged Property purchased by it free from any claims of Mortgagor and without any liability to see to the application of the purchase money. The net proceeds from the sale, after deduction of all costs of the sale shall be applied in accordance with applicable law.

9.08 *Deficiency of Proceeds* – If, after a foreclosure sale, a deficiency exists in the net proceeds of such sale, Mortgagee shall be entitled to a deficiency judgment or decree for such deficiency which shall bear interest at the Penalty Rate.

9.09 *Appraisalment* – In the event of any judicial foreclosure hereunder, the court shall direct the sale of the Premises to be with or without appraisalment, as Mortgagee may elect at the time judgment is rendered.

9.10 *Insurance or Condemnation after Deficiency* – If the Mortgaged Property is sold at a foreclosure sale prior to receipt of a condemnation award or payment, Mortgagee shall receive and apply the proceeds of the award or payment toward the satisfaction of any deficiency resulting from the foreclosure sale, whether or not a deficiency judgment is sought, recovered, or denied.

9.11 *Right of Mortgagee to Bid* – Mortgagee may bid and become the purchaser at a foreclosure sale under this Mortgage.

9.12 *Appointment of a Receiver* – Upon the occurrence of an Event of Default, Mortgagee shall be entitled to the immediate appointment of a receiver for the Mortgaged Property, without regard to the value of the Mortgaged Property or the solvency of any person liable for payment of the amounts due under the Loan Documents.

9.13 *Remedies Cumulative* – All rights, powers, and remedies of Mortgagee provided for in the Loan Documents are cumulative and concurrent and shall be in addition to and not exclusive of any appropriate legal or equitable remedy provided by Law or contract. Exercise of any right, power, or remedy shall not preclude the simultaneous or subsequent exercise of any other by Mortgagee.

9.14 *Consent to Jurisdiction and Venue* – Mortgagor consents to be sued in any jurisdiction where any of the Mortgaged Property is located.

9.15 *Rights under the Uniform Commercial Code* – Upon the occurrence of an Event of Default, Mortgagor shall assemble and make available to Mortgagee those portions of the Mortgaged Property which consist of personal property at a place to be designated by Mortgagee and Mortgagee may exercise all the rights and remedies of a secured party under the Uniform Commercial Code. Any notices required by the Uniform Commercial Code shall be deemed reasonable if mailed certified mail, return receipt requested, postage pre-paid, by Mortgagee to Mortgagor. Disposition of the Mortgaged Property shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the County where the Mortgaged Property is located.

9.16 *Right to Determine which Leases Survive* – If disclosed in the notice of sale, a foreclosure sale may be made subject to one or more Tenant Leases.

## 10.00 COVENANTS OF MORTGAGOR CONCERNING THE GROUND LEASE

10.01 *Representations and Warranties* – Mortgagor warrants that the Ground Lease is in full force and effect, that the Ground Lease has not been amended or modified, that neither Mortgagor nor the Ground Lessor are in default in their respective obligations under the Ground Lease, and that Mortgagor's execution and delivery of this Mortgage and the other Loan Documents will not violate any of the terms of the Ground Lease.

10.02 *Mortgagor's Compliance with Its Obligations under the Ground Lease* – Mortgagor shall comply with all of its obligations under the Ground Lease.

10.03 *Default or Notice of Default under the Ground Lease* – Mortgagor shall give prompt written notice to Mortgagee of any default by Mortgagor in Mortgagor's performance of Mortgagor's obligations under the Ground Lease and shall promptly forward to Mortgagee copies of any notices which Mortgagor receives from the Ground Lessor claiming any default by Mortgagor in complying with the obligations under the Ground Lease.

10.04 *Estoppel Certificates of the Ground Lessor* - If requested by Mortgagee, Mortgagor will use all reasonable efforts to obtain estoppel certificates from the Ground Lessor stating (a) that the Ground Lease is unmodified and in full force and effect, or in the event the Ground Lease has been modified, the nature of such modification, (b) that Mortgagor is not in default in its performance of its obligations under the Ground Lease, or, in the event Mortgagor is in default, the nature of such default, and (c) the last date on which the rent was paid and the amount of such payment.

10.05 *Proof of Payments Required to Be Made under the Ground Lease* – When requested by Mortgagee, Mortgagor will promptly furnish proof of payment of all items which Mortgagor is obligated to pay pursuant to the terms of the Ground Lease.

10.06 *No Surrender or Modification of Ground Lease without the Consent of Mortgagee; No Merger of Title* - Mortgagor will not, without the prior written consent of Mortgagee, terminate, modify, or surrender the Ground Lease. Until the Loan is fully paid and this Mortgaged Property is released of record, the leasehold estate of Mortgagor in the Land shall not merge with the fee title in the Land, notwithstanding the fact that both estates are held by a single Person.

10.07 *Mortgagee's Right to Cure Mortgagor's Default under the Ground Lease* – Should Mortgagor be in default in complying with any of Mortgagor's obligations under the Ground Lease Mortgagee shall have the right, but not the duty, to cure the default. A cure by Mortgagee shall not remove or waive, as between Mortgagee and Mortgagor, the corresponding default under the provisions of this Mortgage. All monies expended by Mortgagee in connection with the cure, including reasonable attorney's fees, shall bear interest at the Penalty Rate, shall be payable upon demand, and shall be secured by this Mortgage.

## 11.00 MISCELLANEOUS

11.01 *Waivers* – No term of any Loan Document shall be deemed waived unless the waiver shall be in writing and signed by the parties making the waiver. Any failure by Mortgagee to insist upon Mortgagor's strict performance of any of the terms of the Loan Documents is not a waiver of those or any other terms. Any delay in exercising or enforcing any rights with respect to a Default or Event of Default shall not bar Mortgagee from exercising any rights under the Loan Documents, or at law or in equity.

11.02 *Consents* –

11.02.1 Mortgagee may (a) release any person liable under the Loan Documents, (b) release any part of the security, (c) extend the time of payment of the Loan, and/or (d) modify the terms of the Loan Documents, regardless of consideration and without notice to or consent by the holder of any subordinate lien on the Mortgaged Property. No release, extension, or modification of the security held under the Loan Documents shall impair or affect the lien of this Mortgage or the priority of such lien over any subordinate lien.

11.02.2 Regardless of whether a Person has been given notice or has given its prior consent, it shall not be relieved of any obligation under any Loan Documents by reason of (a) the failure of Mortgagee, or any other Person to take any action, foreclose, or otherwise enforce any provision of the Loan Documents, (b) the release of any other Person liable under any Loan Document, (c) the release of any portion of the security under the Loan Documents, or (d) any agreement or stipulation between any subsequent owners of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of any Loan Document.

11.03 *Headings* – All Article and Section headings are for convenience only and shall not be interpreted to enlarge or restrict the provisions of this Mortgage.

11.04 *Notices* – All notices shall be in writing and, unless otherwise specified in a Written notice, shall be sent to the respective addresses of the parties as follows:

Mortgagee: Oklahoma City Economic Development Trust  
c/o Craig Freeman, General Manager  
200 North Walker, 3<sup>rd</sup> floor  
Oklahoma City, Oklahoma 73102

Mortgagor: Alley's End, LP  
c/o Shawn Smith  
222 East Main Street, 1<sup>st</sup> floor  
Oklahoma City, Oklahoma 73104

With copies to: WNC Holding, LLC  
WNC Housing, L.P.  
c/o WNC & Associates, Inc.  
17782 Sky Park Circle  
Irvine, CA 92614  
Attention: Melanie Wenk

Holland & Knight LLP  
10 St. James Avenue, 12th Floor  
Boston, Massachusetts 02116  
Attn: Jonathan Sirois, Esq.

ATEP ALLEY'S END-OK, LLC  
c/o Advantage Capital  
7733 Forsyth Blvd, Suite 1400

St. Louis, MO 63105  
Attn: LIHTC Syndication Asset Management

A notice may be hand delivered, or may be mailed, postage pre- paid, first class, registered or certified mail, return receipt requested. Any notice sent by mail shall be deemed to have been received on the second business day following the date of mailing.

11.05 *Binding Effect* – No transfer of any portion of the Mortgaged Property or any interest thereon shall relieve any transferor of its obligations under the Loan Documents. No transferor of any obligation under any Loan Document shall be relieved of its obligations by any modification of any Loan Document subsequent to the transfer.

11.06 *Amendment* – No Loan Document may be modified except in writing signed by Mortgagee and Mortgagor.

11.07 *Severability* – In the event any provision of this Mortgage shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11.08 *Notices from Governmental Authorities Affecting the Mortgaged Property* – Any notice from any governmental or quasi-governmental authority or corporation with respect to the Mortgaged Property sent to or known by Mortgagor shall be promptly transmitted by the recipient to Mortgagee.

11.09 *Applicable Law* – All Loan Documents shall be governed by the Laws of the State of Oklahoma, without regard to the principles of conflict of laws.

11.10 *Time of the Essence* – Time is of the essence with respect to the Loan Documents.

11.11 *Effect of Payments* – Any payment or other performance made in accordance with the Loan Documents by any Person other than Mortgagor shall not entitle such Person to any right of subrogation under the Loan Documents, unless expressly consented to in writing by Mortgagee.

11.12 *Word Forms* – The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

11.13 *Usury* – Notwithstanding any provision herein or in the Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Oklahoma, or if the holder of the Note shall ever be entitled to receive, collect or apply, as interest on the indebtedness, any amount in excess of the maximum legal rate of interest permitted to be charged by applicable law, and, in the event any holder of the Note ever receives, collects or applies, as interest, any such excess, such amount which would be excessive interest

shall be applied to the reduction of the unpaid principal balance of the indebtedness, and if the principal balance of the indebtedness is paid in full, any remaining excess shall be forthwith paid to Mortgagor. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Mortgagor and Mortgagee shall, to the maximum extent permitted under applicable law: (a) characterize any non-principal payment as an expense, fee or premium rather than as interest; (b) exclude voluntary prepayments and the effects thereof; and (c) "spread" the total amount of interest on the Note throughout the entire term of such Note so that the interest rate is uniform throughout the entire term thereof.

11.14 *Nonrecourse* - Notwithstanding anything contained herein or in the Loan Documents to the contrary, none of Mortgagor, or any director, officer, manager, member, partner, shareholder, trustee, trust beneficiary, or employee of Mortgagor, shall have personal liability under this Mortgage or any other Loan Document for the repayment of the Loan or for the performance of any other indebtedness of Mortgagor under the Loan Documents, and Mortgagee's only recourse for the satisfaction of such Loan and the performance of such indebtedness shall be Mortgagee's exercise of its rights and remedies with respect to the property encumbered by the Mortgage and any other collateral held by Mortgagee as security for the Loan.

EXECUTED the date and year first shown hereinabove.



**MORTGAGOR:**

ALLEY'S END, LP,  
an Oklahoma limited partnership

By: Alley's End 4G LLC, an Oklahoma limited liability  
company, its General Partner

By: \_\_\_\_\_  
Name: Shawn Smith  
Title: Manager

**ACKNOWLEDGEMENTS**

STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF OKLAHOMA                )

Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Shawn Smith, as the Manager of  
Alley's End 4G LLC, which is the General Partner of Alley's End, LP, to me known to be the identical  
person who executed the foregoing instrument and acknowledged to me that he or she executed the same  
as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation  
or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

Notary Public # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**MORTGAGEE'S ACKNOWLEDGMENT**

**MORTGAGEE:**

CHPally LLC,

\_\_\_\_\_  
By: Roland J. Chupik, Manager

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Roland J. Chupik, the Manager of  
CHPally LLC, to me known to be the identical person who executed the foregoing instrument and  
acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as  
the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

\_\_\_\_\_  
Notary Public

Notary Public # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_