

Exhibit C-2**DEVELOPER PROMISSORY NOTE**

\$2,000,000

[Date]

FOR VALUE RECEIVED, **Alley's End, LP**, an Oklahoma limited partnership having its office and mailing address at 222 East Main Street, First Floor, Oklahoma City, Oklahoma, 73104 ("**Maker**"), hereby promise to pay **CHPalley LLC**, an Oklahoma limited liability company having its office and mailing address at 7601 Tangle Vine Dr., Edmond, OK 73034 ("**CHP**" or "**Payee**"), the principal sum of Two Million and No/100 Dollars (\$2,000,000), and interest from the date of advance, in United States currency, at the rates and at the times hereafter described.

This Promissory Note (this "**Developer Note**") is made pursuant to that certain Loan Agreement dated effective as of \_\_\_\_\_, between CHP and Maker (the "**Loan Agreement**"). This Developer Note is by Maker in favor of Payee with respect to the loan by Payee to Maker of the principal sum of \$2,000,000 (the "**Developer Loan**"). Payment of this Developer Note is governed by the Loan Agreement, the terms of which are incorporated herein by express reference as if fully set forth herein. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

**1. Interest.** The interest rate on the outstanding principal balance of the Loan will be \_\_\_\_\_%. Interest shall accrue based on a 30/360-day calendar.

**2. Repayment of Loan.** The maturity date of the Developer Loan shall be twenty (20) years from the date hereof (the "**Maturity Date**"). Subject to Section 3 below, the Loan shall be repaid as follows: commencing on the first-year anniversary of the date hereof and continuing on the anniversary of the date hereof in each year thereafter until the Maturity Date (each a "**Payment Date**"), should the Developer Compliance Conditions be satisfied as set forth in Section 8 of the Loan Agreement, all interest and principal payments of the Developer Loan will be deferred until the Maturity Date. Accrued but unpaid interest of the Developer Loan will be due and payable in full on the Maturity Date.

**3. INTENTIONALLY OMITTED.**

**4. Default Interest; Collection Costs.** Maker's failure to pay any sum when due under this Developer Note and the continuation of such failure for ten (10) days after Maker's receipt of written notice from OCEDT shall constitute a default under this Developer Note, and such unpaid sum shall bear interest at the rate of ten percent (10%) per annum until paid. During the existence of any such default, CHP may apply payments received on any amount due under the Developer Loan or under the terms of any instrument now or hereafter evidencing or securing such indebtedness as CHP may determine. Makers agree that if, and as often as, this Developer Note is placed in the hands of an attorney for collection or to defend or enforce any of CHP's rights under this Developer Note or under any instrument securing payment of the Developer Loan, Maker shall pay to CHP, CHP's reasonable and documented attorney's fees and all court costs and other reasonable expenses incurred in connection therewith.

**5. Mortgage; Applicable Law.** This Developer Note is issued by the Maker and accepted by the Payee pursuant to a lending transaction negotiated, consummated and to be performed in Oklahoma City, Oklahoma County, Oklahoma. Payment of this Developer Note is secured by a Leasehold Mortgage, Security Agreement and Assignment of Rents and Leases and Fixture Filing (the “*Mortgage*”) and this Developer Note is to be construed according to the laws of the State of Oklahoma.

**6. Events of Default.** The Maker shall be in default under this Developer Note if any of the following events or conditions occur: (a) any payment required by this Note is not made when due, and Maker fails to make such payment within ten (10) days after receipt of written notice from Payee; (b) any warranty, representation, financial information or statement made or furnished to the Payee by or in behalf of Maker in connection with the Developer Loan proves to have been false in any material respect when made or furnished; (c) dissolution or termination of existence of Maker; or (d) appointment of a receiver over any part of the property of the Project and such appointment is not discharged within sixty (60) days, the general assignment of property by Maker for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Maker and such proceeding is not dismissed within ninety (90) days (“*Event of Default*”). Maker’s limited partners shall have the right, but not the obligation, to cure defaults on behalf of Maker.

**7. Prepayment.** Maker may prepay all or part of the Developer Loan from time to time without penalty or premium.

**8. No Deduction or Setoff.** All payments due hereunder shall be made (i) without deduction of any present or future taxes, levies, imposts, deductions, charges or withholdings, which amounts shall be paid by Maker, and (ii) without any other set off. Maker will pay the amounts necessary such that the gross amount received by the Payee is not less than that required by this Developer Note.

**9. Remedies.** Subject to the subordinations set forth in Section [6] of the Leasehold [Mortgage] and Section [11] of the Loan Agreement, upon the occurrence of an Event of Default under this Developer Note, the Loan Agreement, the [Mortgage] or any other security instrument securing payment of this Developer Note that is not cured within any applicable notice and cure period, at the option of the Payee, this Developer Note shall become due, payable and collectible then or thereafter as the Payee may elect, regardless of the date of maturity hereof. Notice of the exercise of such option is hereby expressly waived, unless the Payee at the Payee’s option exercises the option to foreclose the [Mortgage] by power of sale. In such event notice shall be given as required by the Oklahoma Power of Sale [Mortgage] Foreclosure Act, 16 Okla. Stat. § 40 *et seq.* Failure by the Payee to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; however, the exercise of such option shall be subject to the terms and conditions of Section 6 of the [Mortgage] and Section [11] of the Loan Agreement.

The Maker, endorsers, sureties, guarantors and all other persons who may become liable for all or any part of this obligation severally waive presentment for payment, protest and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, release of all or any part of the security for the payment hereof and the release of any party

liable for payment of this obligation. Any such extension of time or release may be made at any time and from time to time without notice to any such party and without discharging such party's liability under this Developer Note.

**10. Requirements for Change, Discharge, Termination, or Waiver.** No provision of this Developer Note may be changed, discharged, terminated, or waived except in writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the Payee to exercise and no delay by the Payee in exercising any right or remedy under this Developer Note or under the law shall operate as a waiver thereof.

**11. Costs.** If any Event of Default occurs under this Developer Note or the Loan Agreement, whether or not any action or proceeding is brought to enforce the provisions of this Developer Note and the Loan Agreement, Maker promise to pay to Payee (i) all costs of any default notice, demand for cure, enforcement, collection, exercise of other remedies, (ii) all costs of any forbearance and modification with respect to the Developer Loan and the Loan Agreement, and (iii) all costs of any other action taken to collect the Developer Loan, to enforce any provision of the Loan Agreement or to protect Payee's interests under this Developer Note and the Loan Agreement.

**12. Severability.** If any provision of this Developer Note is unenforceable, the enforceability of the other provisions shall not be affected, and they shall remain in full force and effect.

**13. Interest Rate Limitation.** Maker hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Developer Loan, including, without limitation, any fees or charges to be paid by Maker pursuant to the provisions of this Developer Note and the Loan Agreement. Payee and Maker agree that none of the terms and provisions contained herein or in the Loan Agreement shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Oklahoma. In such event, if any Payee of this Developer Note shall collect monies that are deemed to constitute interest that would otherwise increase the effective interest rate on this Developer Note to a rate in excess of the maximum rate permitted to be charged by the laws of the State of Oklahoma, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the Payee, be credited to the payment of other amounts payable under this Loan Agreement (other than interest) or returned to Maker.

**14. Headings.** Headings at the beginning of each numbered section of this Note are intended solely for convenience and are not to be considered in interpreting the terms of this Developer Note.

**15. Choice of Law, Jurisdiction and Venue.** This Developer Note shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to conflict of laws principles. Any action or proceeding with respect to this Developer Note or the Loan Agreement shall be brought in a court of competent jurisdiction located in Oklahoma County, Oklahoma.

**16. Time of the Essence.** Time is of the essence with regard to each provision of this Developer Note and the Loan Agreement as to which time is a factor.

**17. Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be delivered in accordance with the notice provisions set forth in the Loan Agreement.

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

Maker has executed and delivered this Developer Note as of the day and year first set forth above.

**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