

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

This MORTGAGE is made this 1st day of May, 2023, by JRB CITIZEN LLC, an Oklahoma limited liability company (hereinafter referred to as "MORTGAGOR"), for the benefit of THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation, ("MORTGAGEE").

WITNESSETH:

WHEREAS, MORTGAGOR is justly indebted to MORTGAGEE in the principal sum of SEVEN HUNDRED FIFTY THOUSAND and 0/100 DOLLARS (\$750,000.00), or so much thereof as may be actually advanced to MORTGAGEE, which indebtedness is evidenced by a Promissory Note (the "Note") and a Loan Agreement (the "Loan Agreement") of even date herewith; said Note is payable to the order of MORTGAGEE and is to be paid in full or otherwise satisfied not later than December 31, 2038.

NOW, THEREFORE, MORTGAGOR, in consideration of said principal sum, and for the purpose of securing (1) the payment of said indebtedness as provided in the Note, (2) the payment of all other monies owed by MORTGAGOR under the Loan and secured hereby, and (3) the performance of all the covenants, conditions, stipulations and agreements contained in the Loan Agreement (the "Secured Indebtedness"), has mortgaged unto MORTGAGEE, subject to the terms, conditions and requirements hereof, as set forth below; for benefit of its successors and assigns, the real property, which has as its legal description:

Lot 1 in Block 1, of The Citizen, an addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat recorded in Book 82 of Plats, Page 9.

("Project Site")

TO HAVE AND TO HOLD said real property and appurtenances, together with all rights of MORTGAGOR therein, to MORTGAGEE, and its successors and assigns to secure payment of the Secured Indebtedness; SUBJECT TO that certain Mortgage with Power of Sale, Security Agreement, Assignment and Financing Statement dated March 15, 2023, granted by

MORTGAGOR to BancFirst, an Oklahoma banking corporation ("BancFirst"), and recorded in the land records of the County Clerk of Oklahoma County in Book 15410, at page 1242 (the "BancFirst Mortgage"), to secure payment of a promissory note in the principal amount of \$42,750,000.00, and MORTGAGEE shall subordinate all its rights, title, estate and interest given, mortgaged and granted by MORTGAGOR to MORTGAGEE (including, but not limited to, all security interests granted by MORTGAGOR to MORTGAGEE with respect to the Collateral, as that term is defined herein) to the first mortgage lien in favor of BancFirst under the BancFirst Mortgage.

1. The following described real estate, property and rights of MORTGAGOR are also included as security for the performance of each covenant and agreement of MORTGAGOR contained herein, the payment of all sums of money owed by MORTGAGOR under the Loan and secured hereby, and the covenants, conditions and agreements contained in the Loan Agreement;

- A. All estates and rights of MORTGAGOR in and to said Project Site and all equipment, furnishings, fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation of the "Project" as defined in the Loan Agreement (collectively, the "Collateral"). Unless otherwise defined herein, all words and phrases herein with their initial letter capitalized shall have the meaning given in the Loan Agreement and/or the Note; provided that nothing herein shall be construed to extend the lien created by this Mortgage to cover equipment which MORTGAGOR may from time to time rent or lease but which does not become an integral part of the Project, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon MORTGAGEE to collect and apply such rents, issues and profits.
- B. All of MORTGAGOR'S rights further to encumber said Collateral for debt except by such encumbrance which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to any and all tenancies in existence when such encumbrance becomes effective; MORTGAGOR hereby (1) represents as a special inducement to MORTGAGEE to make the Loan that as of the date hereof (a) there are no encumbrances to secure debt senior to this Mortgage except the BancFirst Mortgage, and (b) there are no encumbrances to secure debt junior to this Mortgage except the Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement from MORTGAGOR in favor of the Oklahoma City Industrial and Cultural Facilities Trust (the "I&C Trust") dated March 15, 2023, and recorded in Book 15410, at page 1262 of the land records of the County Clerk of Oklahoma County (the "I&C Trust Mortgage"), which secures a loan to MORTGAGOR in the principal amount of \$1,275,000.00 and which, as expressly provided in the I&C Trust Mortgage, shall be deemed to have been given, mortgaged, and granted subject to the Loan from MORTGAGEE, and the I&C Trust shall subordinate all its rights, title, estate and interest given, mortgaged and granted by MORTGAGOR to the I&C Trust to the second mortgage lien in favor of MORTGAGEE, and (2) covenants that there are to be none as of the date when this Mortgage becomes of record, except in either case the

Permitted Encumbrances .

- C. As used herein, "Permitted Encumbrances" shall mean (i) liens for taxes, assessments or other governmental charges or levies not yet due and payable, or that are being contested by MORTGAGOR in good faith by appropriate proceedings and in such manner as not to jeopardize the MORTGAGEE'S rights in and to the Collateral, (ii) minor defects or irregularities in title that are not such as to interfere with the development, operation or value of the Collateral and not such as to materially affect title thereto, (iii) undetermined or inchoate materialmen's, mechanics', workers', repairmen's or employees' liens or other like liens arising in the ordinary course of business and securing obligations that are not delinquent or that have been bonded or the enforcement of which shall have been suspended (but only for the duration of such suspension), (iv) the BancFirst Mortgage, (v) the I&C Trust Mortgage, (vi) those expressly as may be consented to in writing by MORTGAGEE, and (vii) those exceptions to title which appear in that certain policy of lender's title insurance issued by the title company in favor of MORTGAGEE insuring the second lien priority of this Mortgage (the "Title Policy").

2. When and if MORTGAGOR and MORTGAGEE shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting Collateral either referred to or described herein, or in any way connected with the use and enjoyment of these premises or the Project, this Mortgage shall be deemed a Security Agreement as defined in the Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (a) as prescribed herein, or (b) by general law, or (c) as to such part of the security which is also reflected in the Financing Statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at MORTGAGEE's sole election. MORTGAGOR and MORTGAGEE agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing this declaration and hereby stated intention of the parties hereto, that all equipment, furnishings, fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation of the Project Site and the Project and/or which is described or reflected in this Mortgage is subject to this Mortgage and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain equipment items capable of being thus identified herein or in any list filed with the MORTGAGEE, (c) any such item is referred to or reflected in any such Financing Statement so filed at any time; provided that nothing herein shall be construed to extend the lien created by this Mortgage to cover equipment which MORTGAGOR may from time to time rent or lease but which do not become an integral part of the Project.

3. To pay all debts and monies owed by MORTGAGOR under the Loan and secured hereby when from any cause the same shall become due. To keep the Collateral free from statutory and governmental liens of any kind, subject to the terms of this Mortgage and the Loan Agreement.

The MORTGAGOR represents that it has good right to make this Mortgage and that, subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, it will warrant and defend the Collateral unto the MORTGAGEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The MORTGAGOR upon request by mail will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the debt secured hereby.

4. To maintain the equipment attached to, or used or adapted for use in the operation of the Project Site in a tenantable condition and good and operable state of repair, to neither commit nor suffer any waste, to promptly comply with all requirements of the Federal, State, County and Municipal authorities and all other laws, ordinances, regulations, covenants, conditions and restrictions respecting said Project Site or the use thereof, and pay all fees or charges of any kind incurred by MORTGAGOR in connection therewith. The MORTGAGEE may recover as damages for any breach of this covenant the amount actually incurred by MORTGAGEE to put the Project Site in the condition called for herein. MORTGAGOR shall permit MORTGAGEE or its agents and the Secretary of the Department of Housing and Urban Development and his agents to inspect the Project at all reasonable times during regular business hours, including the interior of any structures upon request by MORTGAGEE, the Secretary or their agents.

5. To complete or restore promptly and in good workmanlike manner any article of equipment attached to, or used or adapted for use in the operation of the Project Site which may be installed, damaged or destroyed as a result of the acts or omissions of MORTGAGOR, and pay when due all costs incurred therefor.

6. No article of equipment covered by this Mortgage may be removed from the Project at any time without the prior consent of MORTGAGEE unless actually replaced by an article of equal suitability, owned by MORTGAGOR, free and clear of any lien or security interest except the Permitted Encumbrances or those approved in writing by MORTGAGEE.

7. To provide to the MORTGAGEE at least thirty (30) days' notice prior to expiration of existing insurance, and maintain unceasingly, insurance, with premiums prepaid, on all of the Collateral that is the subject of this Mortgage, or hereafter becoming part of the said Collateral, against loss by fire and other hazards, casualties and contingencies, as may be reasonably required from time to time by the MORTGAGEE in such amounts and for such period of time, with standard MORTGAGEE clauses (without contribution) in favor of and in form satisfactory to the MORTGAGEE. Subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, in event of foreclosure of this Mortgage or other transfer of title to the Collateral in extinguishment of some or all of the indebtedness secured hereby, which transfer has been approved in writing by the MORTGAGEE, all interest of the MORTGAGOR in any insurance policies in force shall pass to the purchaser or grantee. On default under this paragraph, MORTGAGEE may, at its option, pay any such sums, without waiver of any other right of MORTGAGEE by reason of such default of MORTGAGOR, and MORTGAGEE shall not be liable to MORTGAGOR for failure to exercise any such option.

8. To appear in and defend any suit, action or proceeding that might materially affect the value of this security instrument or the security itself or the rights and powers of MORTGAGEE caused by any acts or omissions of MORTGAGOR and arising out of or in any way connected with this Mortgage, the Project Site and or the development of the Project, or arising out of MORTGAGOR's breach of the provisions of the Loan Agreement; and should MORTGAGEE, after consultation with MORTGAGOR, elect also to appear in or defend any such action or proceeding, be made a party to such by reason of this Mortgage, or elect to prosecute such action as appears necessary to preserve said value, the MORTGAGOR will at all times, indemnify from, and, on demand reimburse MORTGAGEE for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage with interest as provided in the Note secured hereby and shall be due and payable on demand. To pay costs of suit, costs of evidence of title and reasonable attorneys' fees in any proceeding or suit brought by MORTGAGEE to foreclose this Mortgage.

9. To pay in full at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the Project Site that is the subject of this Mortgage or any part thereof, which may at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to MORTGAGEE official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Mortgage; provided, however, that MORTGAGOR shall have the right to pay any such tax under protest or to otherwise contest any such rents, taxes, assessments and encumbrances, charges or liens with interest but only if (i) such contest has the effect of preventing the collection of such rents, taxes, assessments and encumbrances, charges or liens with interest so contested and also prevents the sale or forfeiture of the Project Site or any part thereof or any interest therein, (ii) MORTGAGOR has notified MORTGAGEE in writing in advance of its intent to contest such rents, taxes, assessments and encumbrances, charges or liens with interest, and (iii) MORTGAGOR has deposited security in form and amount satisfactory to MORTGAGEE, in its sole judgment, and increases the amount of such security so deposited promptly after MORTGAGEE's request therefor. On default under this paragraph, MORTGAGEE may, at its option, pay any such sums, without waiver of any other right of MORTGAGEE by reason of such default of MORTGAGOR, and MORTGAGEE shall not be liable to MORTGAGOR for failure to exercise any such option.

10. If MORTGAGOR fails to commence such contest set forth in Section 9 herein or, having commenced to contest the same, and having deposited such security required by MORTGAGOR for its full amount, shall thereafter fail to prosecute such contest in good faith or with due diligence, or, upon adverse conclusion of any such contest, shall fail to pay such tax, assessment or charge, MORTGAGOR shall repay immediately on written notice to MORTGAGOR all sums expended or advanced hereunder by or on behalf of MORTGAGEE in the event demand for payment is delivered and payment is due under the terms of the Loan Documents. For failure to make payment when due under this Section, MORTGAGEE may, at its option, commence an action against

MORTGAGOR for the recovery of such expenditure or advance, and in such event, MORTGAGOR agrees to pay, in addition to the amount of such expenditure or advance thereon, all costs and expenses incurred in such action, together with attorneys' reasonable fees.

11. Subject to the terms of the Loan Documents, and subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, should MORTGAGOR fail to make any payment or do any act as herein provided, the MORTGAGEE, but without obligation to do so and with thirty (30) days written notice to or demand upon MORTGAGOR and without releasing MORTGAGOR from any obligation hereof, may: Make or do the same in such manner and to such extent as is necessary to protect the security hereof, and MORTGAGEE shall be authorized to enter upon the Project Site for such purposes; if necessary to protect MORTGAGEE's interest in the security, MORTGAGEE shall be authorized to commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of MORTGAGEE; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of MORTGAGEE appears to be prior or superior hereto; and in exercising any said powers, incur any liability, and expend whatever amounts are reasonably necessary therefor including cost of evidence of title and employing counsel.

12. Should the Project Site or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, or in any other manner, MORTGAGEE may, at its option, but after written notice to and consultation with MORTGAGOR and the holders of the BancFirst Mortgage and the I&C Trust Mortgage, when feasible, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage. Subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, should there be an uncured Event of Default at the time any such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the Project Site are received, such amounts shall be assigned to MORTGAGEE, which may, after deducting therefrom all its reasonable expenses, including attorneys' fees, release any monies so received by it to MORTGAGOR, or apply the same on any indebtedness by MORTGAGOR secured hereby or apply the same to the repair or restoration of the Project Site, provided that MORTGAGEE agrees that if the Project remains viable, such proceeds will first be used to repair and restore the Project Site. In such event, subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, MORTGAGOR further assigns to MORTGAGEE, any return premiums or other repayments upon any insurance at any time provided for the benefit of the MORTGAGEE, refunds or rebates made of taxes or assessments on said Project Site, and MORTGAGEE may at any time collect said return premiums, repayments, refunds, rebates, etc., notwithstanding that no sum secured hereby be overdue when such right to collection be asserted. MORTGAGOR also agrees to execute such further assignments of any such compensation, award, damages, rebates, return of premiums, repayments, rights of action and proceeds in accordance with this section as MORTGAGEE may reasonably require.

13. Time is of the essence in connection with all obligations of the MORTGAGOR in this Mortgage or in the Note or Loan Agreement. By accepting payment of any sum secured hereby after its due date, MORTGAGEE does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

14. In case of a sale under this Mortgage, the said Collateral, real, personal and mixed, may be sold in one parcel.

15. Subject to the terms of the Loan Documents, MORTGAGOR shall not hereafter, without first obtaining the MORTGAGEE's written consent, assign any of the profits of the Collateral or impair the security for the debt or the MORTGAGEE's lien upon said Collateral. In the event of breach of any requirement of this paragraph, the MORTGAGEE may, in addition to any other rights or remedies, at any time thereafter declare the whole of said principal sum immediately due and payable; provided, that MORTGAGEE shall advise MORTGAGOR of any such breach in writing and MORTGAGOR shall have sixty (60) days from the date of the notice to remedy the breach.

16. Subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, the holder of this Mortgage, in any action to foreclose it, shall be entitled (with twenty (20)) days' written notice as described in Section 23 below, and without regard to the adequacy of any security for said debt) to the appointment of a receiver of the profits of the Collateral and such receiver shall have all the rights and powers customarily given to and exercised by such receiver.

17. Subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage, and the rights of tenants under leases, upon the occurrence of an Event of Default under this Mortgage, the Loan Documents or of any further instrument at any time executed with respect to this Mortgage, and the continuance thereof for such period as would entitle the MORTGAGEE to declare said debt due and payable, or for twenty (20) days if no such period be applicable, the MORTGAGEE may, at its option, enter upon and take possession of the Project Site and let the same or any part thereof, making therefor such alterations as it finds reasonably necessary, exercising with respect thereto any right or option available to the MORTGAGOR. From and after the occurrence of any such Event of Default, if MORTGAGOR shall occupy said Project Site or part thereof MORTGAGOR shall pay to the MORTGAGEE in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure to do so the MORTGAGEE shall be entitled to remove MORTGAGOR from the property by any appropriate action or proceeding. Reasonable rental shall be defined as the average aggregate rental rates per square foot for Class A office space in the Central Business District Submarket, as reported in the most recent release of the Price Edwards and Company OKC year-End Office Market Summary.

18. The entering upon and taking possession of said Project Site, the collection of such rents, issues, and profits or the proceeds and other insurance policies or compensation or awards for any taking of the Project Site, and the application or release thereof as aforesaid shall not cure or waive any default or notice of default hereunder to invalidate any action done pursuant to such notice.

19. All sums secured hereby shall become immediately due and payable, at the option of MORTGAGEE, should MORTGAGOR fail to cure any default within twenty (20) days, or such longer period as otherwise provided in the Loan Documents, of written notice to MORTGAGOR by MORTGAGEE of such default. Each of the following occurrences shall constitute an event of default (each, an "Event of Default"): (a) default by MORTGAGOR in the payment of any indebtedness secured by this Mortgage or in performance or observance of any agreement contained in this Mortgage, and such default is not cured within any applicable notice and cure period; or (b) any assignment made by MORTGAGOR or the then owner of said Project Site for the benefit of creditors; or any transfer of title made by the MORTGAGOR without the prior written approval of the MORTGAGEE or any of the following shall occur, with respect to the Project Site, the MORTGAGOR or the then owner of said Project Site: (1) the appointment of a receiver, liquidator, or Trustee; (2) the adjudication as a bankrupt or insolvent; (3) the filing of any Petition for Bankruptcy or reorganization and such petition is not dismissed within 60 days of the filing thereof; (4) the institution of any proceeding for dissolution or liquidation and such proceeding is not dismissed within 60 days of the filing thereof; (5) if MORTGAGOR be unable, or admit in writing an inability to pay his debts when due; or (6) a default in any provision of any other instrument which may be held by MORTGAGEE as security for said Note, including the Loan Agreement and related documents, the term and covenants of which are incorporated herein by reference as though fully set forth herein, that is not cured within any applicable notice and cure period. No waiver by MORTGAGEE of any default on the part of MORTGAGOR shall be construed as a waiver of any subsequent default hereunder.

20. In the event of the passage, after the date of this Mortgage, of any Federal, State or local law, deducting from the value of real property, for the purpose of taxation, any lien thereon or changing in any way the laws now in force for the taxation of Mortgages, deeds of trust or debts secured thereby, for Federal, State or local purposes, or the manner of the collection of any such taxes so as to affect the interest of MORTGAGEE, then and in such event MORTGAGOR shall bear and pay the full amount of such taxes, provided that if for any reason payment by MORTGAGOR of any such new or additional taxes would be unlawful, or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the Mortgage or otherwise, MORTGAGEE may, at its option, after sixty (60) business days written notice, declare the whole sum secured by this Mortgage with interest thereon to be immediately due and payable, or MORTGAGEE may, at its option pay that amount or portion of such taxes as renders the Loan or indebtedness secured hereby unlawful or usurious, in which event MORTGAGOR shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

21. If, from any circumstances whatever, fulfillment of any provision of this Mortgage or of the Note or Loan Agreement at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by the usury statute or any other law, then ipso facto the obligation shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under said Note that is in excess of the limit of such validity;

However, such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and said Note and Loan Agreement.

22. MORTGAGEE shall have the right, at its option, to foreclose this Mortgage subject to the rights of the holders of the BancFirst Mortgage and the I&C Trust Mortgage and the rights of any tenant or tenants of the Project Site and the failure to make any such tenant or tenants a party defendant to any suit or action or to foreclose their rights will not be asserted by the MORTGAGOR as a defense in any action or suit instituted to collect the indebtedness secured hereby or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Project Site, any statute or rule of law at any time existing to the contrary notwithstanding. Appraisal of the mortgaged premises is waived or not waived at the option of the MORTGAGEE, such option to be exercised at the time of judgment.

23. All MORTGAGEE's rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available and no requirement whatsoever may be waived at any time except by a writing signed by the MORTGAGEE, nor shall any waiver be operative upon other than a single occasion. This Mortgage cannot be changed or terminated orally. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including MORTGAGOR should it convey said Project Site) and without affecting the lien hereof upon any property not released, MORTGAGEE may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or part of the said property described herein, and/or take or release any other security or make other arrangements with debtors. MORTGAGEE may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereupon, either before, concurrently with, or after sale hereunder. This Mortgage shall be so construed that, wherever applicable, the use of the singular number shall include the plural number; the use of any gender shall be applicable to a corporation. The word "Note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Oklahoma, such contravening or invalidity shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed or enforced accordingly. Any written notice required or allowed to be given pursuant to any of the terms of this Mortgage shall mean by Certified Mail addressed to the parties as follows:

To Borrower:

JRB Citizen LLC
Attn: S. Bond Payne
621 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102

To The City: The City of Oklahoma City
Planning Department
Attn: Community Development Director
420 West Main, Suite 920
Oklahoma City, OK 73102

And To: The City of Oklahoma City
Office of the City Clerk
200 N. Walker Avenue, 2nd Floor
Oklahoma City, OK 73102

Any time period provided in the giving of any notice hereunder shall commence three (3) business days after the date such notice is mailed.

24. MORTGAGOR further covenants and agrees to provide evidence of, and to maintain unceasingly, Comprehensive General Liability insurance on the Project Site in form, coverage, amount and with one or more generally recognized responsible insurance companies, qualified under the laws of The State of Oklahoma to assume the respective risks undertaken, protecting and naming as additional insured MORTGAGEE and its assigns all or any part of said Project Site and to furnish evidence of said insurance to MORTGAGEE. The amount of said insurance shall be not less than One Million Dollars (\$1,000,000.00), combined single limit personal injury and property damage insurance.

In the event of a reduction in any aggregate limit, the MORTGAGOR shall immediately notify the City, and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to, or reduction of the aggregate limit, the MORTGAGOR hereby agrees to promptly authorize and have delivered to the City such statement.

WITNESS the hand and seal of the MORTGAGOR on the day and year first above written.

MORTGAGOR:

JRB CITIZEN, LLC, an Oklahoma limited liability Company

By: Heritage Wealth Management Company,
an Oklahoma corporation, its Manager

By: [Signature]
S. Bond Payne, Chairman and CEO

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 1st day of May 2023,
by S. Bond Payne as Chairman and CEO of Heritage Wealth Management Company, the Manager
of JRB CITIZEN LLC, on behalf of said company;

[Signature]
Notary Public

(SEAL)

My Commission Expires: 11/16/24

My Commission Number: 04010435

