

AMENDED PROMISSORY NOTE

\$500,000

_____, 2023
Oklahoma City, Oklahoma

FOR VALUE RECEIVED:

AVALON AT OKLAHOMA CITY PHASE I, LIMITED PARTNERSHIP, an Oklahoma limited partnership (hereinafter referred to as "Borrower"), promises to pay to the order of THE CITY OF OKLAHOMA CITY ("Lender"), an Oklahoma municipal corporation, at 200 N. Walker Avenue, Oklahoma City, Oklahoma, or at such other place as the holder of this Note may designate, the principal sum of FIVE HUNDRED THOUSAND and 0/100 DOLLARS (\$500,000.00), or so much thereof as may be actually advanced pursuant to the terms of that certain Loan Agreement dated _____, 2023, executed by Borrower and Lender and incorporated by reference herein for all purposes ("Loan Agreement").

This shall be a no-interest, forgivable loan; no repayment will be required contingent on Developer's compliance with *all of the requirements* of the Loan Agreement and the Loan Documents.

This Note is secured by a Mortgage ("Mortgage") of even date herewith executed by Borrowers in favor of Lender, on the real property having a physical address of 1210 N.E. 30th Street in Oklahoma City, OK 73111, and a corresponding legal description as follows:

SEE EXHIBIT "A" ATTACHED

If either (i) default be made in the terms and conditions provided in the Loan Agreement, specifically the Event of Default provisions therein, and such default continues for a period of sixty (60) days after Lender gives written notice thereof to Borrower; or (ii) an event of default shall occur under the Loan Agreement, Mortgage, or under any instrument executed as security for this Note or the indebtedness evidenced hereby or incident thereto (hereinafter all such instruments being collectively called the "Loan Documents"), the Lender may, at its option, without further notice or demand (except as may otherwise be specifically provided for in the Loan Documents), declare the outstanding principal balance on this Note at once due and payable, foreclose all liens securing payment hereof, pursue any and all other rights, remedies, and recourses available to Lender, or pursue any combination of the foregoing, all remedies hereunder and under the Loan Documents being cumulative.

If Lender is required to bring suit to collect any part of this Note or to enforce or protect through litigation any of its rights under this Note, the Loan Agreement or any of the Loan Documents, the Borrowers agree to pay all of Lender's costs of litigation or appeal, including reasonable attorney's fees.

Time is of the essence hereof for all purposes.

[Signature page follows.]

Executed this 14th day of November, 2023, by AVALON AT OKLAHOMA CITY PHASE I, LIMITED PARTNERSHIP.

AVALON AT OKLAHOMA CITY PHASE I, LIMITED PARTNERSHIP,
an Oklahoma limited partnership

By: Avalon Development at Oklahoma City Phase I GP, LLC,
an Oklahoma limited liability corporation
its General Partner

By: Domera Holdings, LLC,
a Georgia limited liability company,
its Manager


By: Nathan Joseph

Its: Managing Member

Georgia
STATE OF ~~OKLAHOMA~~)
DeKalb) SS.
COUNTY OF ~~OKLAHOMA~~)

ACKNOWLEDGMENT

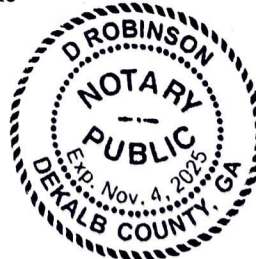
This instrument was acknowledged before me on the 14th day of November, 2023, by Nathan Joseph, as Managing Member of Domera Holdings, LLC, the Manager of Avalon Development at Oklahoma City Phase I GP, LLC, the General Partner of **AVALON AT OKLAHOMA CITY PHASE I, LIMITED PARTNERSHIP**, an Oklahoma limited partnership.


Notary Public

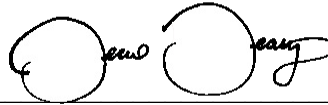
(SEAL)

My Commission Expires: 11/04/2025

My Commission Number: N/A



REVIEWED for form and legality.



Assistant Municipal Counselor

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated within the Southwest Quarter (SW/4) of Section Twenty-Three (23), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described by metes and bounds, as follows:

Commencing at the northwest corner of said SW/4; Thence S89°55'56"E along the north line of said SW/4 a distance of 1,307.69 feet; Thence S00°04'04"W perpendicular to said north line a distance of 32.01 feet to the point of beginning; Thence

S89°54'35"E a distance of 587.50 feet; Thence
S00°03'08"E a distance of 752.72 feet; Thence
S89°56'52"W a distance of 95.00 feet; Thence
S44°56'52"W a distance of 35.36 feet; Thence
S00°03'08"E a distance of 77.50 feet; Thence
S89°56'52"W a distance of 462.43 feet; Thence
N00°03'08"W a distance of 105.19 feet; Thence
S89°56'52"W a distance of 118.98 feet; Thence
N00°01'48"W a distance of 108.24 feet; Thence
N53°35'00"E a distance of 63.64 feet; Thence
S60°11'03"E a distance of 98.22 feet to a non-tangent curve to the right; Thence
88.11 feet along the arc of said curve having a radius of 125.00 feet, subtended by a chord of 86.30 feet which bears N50°00'31"E to a reverse curve; Thence
91.96 feet along the arc of said curve having a radius of 75.00 feet, subtended by a chord of 86.31 feet which bears N35°04'29"E; Thence
N00°03'08"W a distance of 157.38 feet; Thence S89°56'52"W a distance of 16.52 feet; Thence
N37°51'16"W a distance of 169.11 feet; Thence
N00°03'08"W a distance of 47.07 feet; Thence
N44°40'01"W a distance of 24.67 feet; Thence
N00°03'08"W a distance of 172.81 feet to the point of beginning.

Tax ID: 2691-13-336-0400