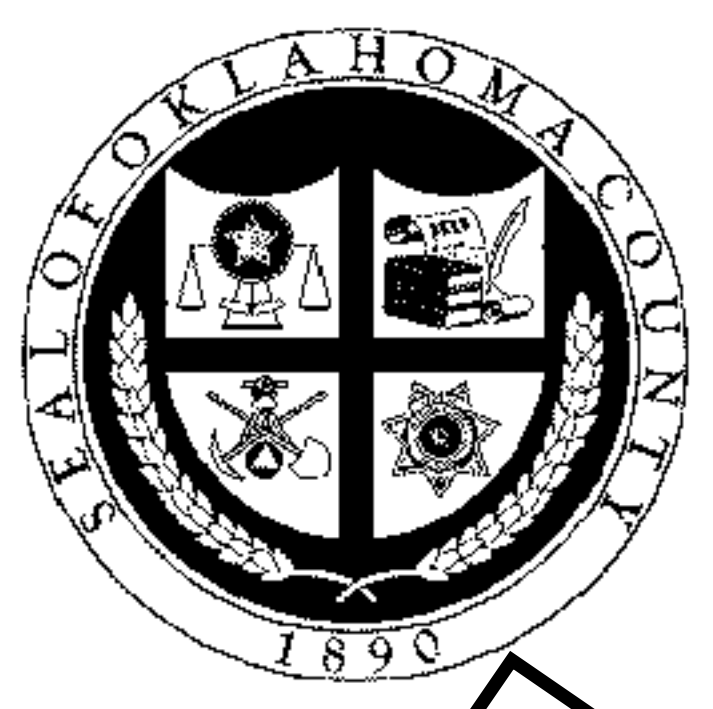


13

RECEIVED MTG TAX \$ 1275.00
PAID on 3/16/23 RCPT# 23
FORREST "BUTCH" FREEMAN
OKLA CO. TREASURER
BY KSTEVENS DEPUTY

2023031601032890 B: 15410 P: 1262
03/16/2023 11:27:12 AM Pgs: 12
Fee: \$40.00
Kerrie Hudson, Deputy County Clerk
Oklahoma County - State of Oklahoma



Record & Return to:
American Eagle Title Group
421 NW 13th St, Suite 320
Oklahoma City, OK 73103
File # 2208-0005-23

**MORTGAGE, SECURITY AGREEMENT
ASSIGNMENT OF LEASES AND RENTS,
AND FINANCING STATEMENT**

This Mortgage, Security Agreement and Financing Statement (the "Mortgage") made and entered into this 15th day of March 2023, by JRB CITIZEN LLC, an Oklahoma limited liability company, as mortgagor (the "Mortgagor"), whose address is 621 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102, for the security and benefit of the OKLAHOMA CITY INDUSTRIAL AND CULTURAL FACILITIES TRUST, an Oklahoma public trust (the "Trust" or "Mortgagee"), whose address is 105 N. Hudson Avenue, Suite 101, Oklahoma City, OK 73102, as mortgagee.

WITNESSETH:

WHEREAS, as of the date of this Mortgage, Mortgagee, as lender hereunder, has sold, and Mortgagor, as borrower hereunder, has purchased certain real property located in Oklahoma City, Oklahoma (the "Citizen Tract"), described on Exhibit A, attached hereto and made a part hereof;

WHEREAS, by means of that certain Promissory Note (the "Promissory Note") of even date herewith, in the principal amount of \$1,275,000.00, payable with interest to the order of Mortgagee, and with a maturity date of not later than January 15, 2039, all in accordance with the terms of the Promissory Note and a Loan Agreement of even date herewith between Mortgagor and Mortgagee (the "Loan Agreement"), Mortgagee is financing a portion of the construction costs associated with the 12-story commercial mixed use office building (the "Citizen Building") to be constructed by Mortgagor on the Citizen Tract;

WHEREAS, to secure payment of the Promissory Note and performance of the Mortgagor's other obligations thereunder and under the Loan Agreement, Mortgagor desires to execute and deliver this Mortgage, thereby creating, granting, and constituting a mortgage lien and security interest in and with respect to the Citizen Tract in favor of the Trust.

NOW, THEREFORE, in consideration of the premises, and in consideration of the sum advanced for the benefit of Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure to Mortgagee payment of the Promissory Note, according to the terms thereof, and Mortgagor's performance of its obligations under this Mortgage and the Loan Agreement, Mortgagor does hereby mortgage to Mortgagee, and does hereby grant a security interest in, the Citizen Tract and all the improvements and fixtures to be constructed thereon, and all other contents to be located ~~therein and thereon~~, both real and personal, tangible and intangible, now owned or hereafter acquired, to wit:

All right, title, estate and interest of Mortgagor in and to the Citizen Tract, to include all improvements and fixtures hereafter constructed, erected, installed, affixed or placed on the Citizen Tract, all good, chattels, equipment, chattel paper, accounts, contracts, contract rights, general intangibles and other items or articles of tangible and intangible personal property now

12/40

or hereafter located on the Citizen Tract, all rents, income and other revenues now or hereafter attributable to or derived from the ownership, occupancy, use or operation of the Citizen Tract, and all leases, lease agreements, rental agreements, operating agreements, management agreements and other contracts of a similar nature, now or hereafter in effect, whether or not filed of record, pertaining to the use, occupancy, operation or maintenance of the Citizen Tract; PROVIDED, HOWEVER, all of Mortgagor's right, title, estate and interest in and to the Citizen Tract hereby mortgaged to Mortgagee, and the security interest granted hereby, are given, mortgaged, and granted SUBJECT TO that certain Mortgage with Power of Sale, Security Agreement, Assignment and Financing Statement of even date herewith 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 1541, at page 1242 (the "BancFirst Mortgage"), to secure payment of a promissory note in the principal amount of \$42,750,000.00 of even date herewith (the loan evidenced thereby, the "BancFirst Loan"), 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, and all rights assigned by Mortgagor to Mortgagee with respect to Rents and Leases as those terms are defined herein) to a first mortgage lien in favor of BancFirst under the BancFirst Mortgage. In addition, Mortgagor has applied for, and has received provisional approval for, a loan from the City of Oklahoma City under the Murrah District Revitalization Program in the principal amount of \$750,000 (the "Murrah Loan"). If Mortgagor obtains the Murrah Loan, all of Mortgagor's right, title, estate and interest in and to the Citizen Tract hereby mortgaged to Mortgagee, and the security interest granted hereby, shall be deemed to have been given, mortgaged, and granted SUBJECT TO the Murrah Loan, 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, and all rights assigned by Mortgagor to Mortgagee with respect to Rents and Leases as those terms are defined herein) to a second mortgage lien in favor of the lender associated with the Murrah Loan.

TO HAVE AND TO HOLD all of the said mortgaged property unto Mortgagee and its successors and assigns forever (all of the said mortgaged property being collectively referred to herein as the "Mortgaged Property"). Mortgagor does hereby declare the Mortgaged Property to be subject to and encumbered by the lien and security interest of this Mortgage, for all the purposes described herein, and does hereby covenant with Mortgagee and warrant to Mortgagee as follows:

1. Obligations Secured. This Mortgage shall secure prompt payment and performance, when due, of the indebtedness created pursuant to the Loan Agreement, the ~~Promissory Note~~, and this Mortgage (the "Secured Indebtedness").

2. Payment and Performance. Mortgagor covenants that the indebtedness created pursuant to the Loan Agreement and the Promissory Note and secured by this Mortgage, shall be paid, performed, complied with and satisfied when due, according to the respective terms and conditions, as applicable, of the Loan Agreement, the Promissory Note, and this Mortgage,

and then, in that event only, the lien and security interest hereof shall cease to be effective and Mortgagor shall be entitled to have this Mortgage duly released and discharged of record.

3. Preservation and Maintenance of Mortgaged Property. Mortgagor shall keep and maintain the Mortgaged Property in good condition and repair, promptly pay and discharge all debts for the construction, operation, maintenance, repair and replacement of the improvements to the Mortgaged Property, and all other debts that may become liens against the Mortgaged Property, whether now existing or hereafter incurred, before such debts become delinquent, duly observe and comply with or cause to be complied with all applicable laws and all other requirements of an governmental authority relating to the Mortgaged Property, and, except as may be otherwise expressly provided in this Mortgage, promptly repair, restore, replace or rebuild (to the extent legally permitted and reasonably necessary to preserve and protect the Mortgaged Property) any part of the Mortgaged Property damaged or destroyed by any casualty whatsoever or affected by any condemnation proceeding or other exercise of any right or power of eminent domain.

4. Insurance. Mortgagor shall keep the improvements to the Mortgaged Property insured for the benefit of the Mortgagee, its successors or assigns, against loss or damage by fire, lightning, windstorm, hail, smoke, vandalism, and such other risks for which insurance may be customary in amounts approved by Mortgagee not exceeding the full replacement value of the Mortgaged Property. Mortgagor shall deliver to Mortgagee certificates evidencing policies of insurance which insure against any loss or damage to the Mortgaged Property with Mortgagee named as an additional insured and with loss payable to Mortgagee. Not less than thirty (30) days prior to the expiration date of each required policy of insurance, Mortgagor shall deliver to Mortgagee a renewal certificate, accompanied by any other evidence of payment that may reasonably requested by Mortgagee. If Mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of Mortgagee (except as provided in this Section), be retained and applied by Mortgagee toward payment of the indebtedness secured by this Mortgage or, subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, be paid over wholly or in part to Mortgagor for the repair of the Mortgaged Property, or for any other purpose or object satisfactory to Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor. Provided, however, that so long as no Event of Default has occurred hereunder, or under the Loan Agreement or the Promissory Note, and subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, to the extent (i) any Lease of the Mortgaged Property requires restoration of the leased premises damaged or destroyed, (ii) less than forty percent (40%) of the Mortgaged Property requires restoration, and (iii) Mortgagor has reasonably satisfied Mortgagee that the income stream from the Mortgaged Property, through business interruption insurance, its Leases or otherwise, will not be impacted, Mortgagee will permit such insurance proceeds for loss or damage to the Mortgaged Property to be retained by Mortgagor and applied toward payment, in whole or in part to Mortgagor for the repair of the Mortgaged Property.

5. Taxes. Mortgagor shall pay, when due and payable, and before the same become delinquent, all general and special taxes, assessments, impositions and other charges of every kind and character levied, assessed, or imposed by any governmental authority on,

against or with respect to the Mortgaged Property and shall, when requested, promptly furnish receipts of such payments to Mortgagee.

6. Protection of Security. If Mortgagor shall fail to pay any taxes, assessments, impositions or other charges against the Mortgaged Property, as and when the same become due and payable, or if Mortgagor shall fail to pay any debts for redevelopment, repairs, renovation or other improvements of the Mortgaged Property, as and when the same become due and payable, or if Mortgagor shall fail to insure the Mortgaged Property as required herein, or to deliver any certificates of insurance as required herein, Mortgagee shall be authorized, at the option of Mortgagee, to pay or compromise and settle such delinquent taxes, assessments, charges, and debts, or any part thereof, including interest and penalties thereon, and discharge all liens resulting therefrom against the Mortgaged Property, to insure the Mortgaged Property and pay the cost of such insurance, and remedy any other failure of Mortgagor to perform any covenant of this Mortgage and pay the costs necessary to effect such remedy. In such an event, Mortgagor shall promptly pay to Mortgagee, on demand, all amounts advanced by Mortgagee for such purposes, with interest thereon, accrued from the date of each advance until paid, at a per annum rate equal to the rate of interest then in effect on the Promissory Note. All amounts so advanced by Mortgagee and all interest accrued and accruing thereon shall become a part of the Secured Indebtedness and, until repaid to Mortgagee, shall be secured to Mortgagee by the lien and security interest of this Mortgage; provided, however, the creation or retention of a lien hereunder to secure such advances shall not constitute a waiver by Mortgagee of any right of subrogation or any right of substitution with respect to any debt or other obligation paid by Mortgagee; and provided, further, whether Mortgagee has paid or discharged any of the said taxes, assessments, debts, liens or other charges, and whether Mortgagee has procured the said insurance, and whether Mortgagee has cured or remedied any other failure of Mortgagor to perform any covenant of this Mortgage, Mortgagor's failure to perform with respect thereto, as hereinabove mentioned, shall constitute an event of default ("Event of Default") under this Mortgage, thereby entitling Mortgagee to exercise, at its option, any or all of the remedies provided for or referred to in this Mortgage.

7. Condemnation. If the Mortgaged Property, or any part thereof, shall be taken or damaged by or under the power of eminent domain, any judgment for or award of compensation or damages payable in conjunction therewith, or any payment or settlement paid or payable in lieu of condemnation proceedings, shall be payable to both Mortgagor and Mortgagee; provided, however, that so long as no Event of Default has occurred hereunder, or under the Loan Agreement or the Promissory Note, all sums that are awarded or become payable for the condemnation of the Mortgaged Property shall be paid directly to Mortgagor and used for the purpose of altering, restoring or rebuilding the Mortgaged Property if Mortgagor determines, in Mortgagor's reasonable discretion, that restoration or repair and continued operation of the Mortgaged Property is economically feasible, and any amounts remaining shall be applied to reduce the Secured Indebtedness. If Mortgagor determines that restoration or repair and continued operation of the Mortgaged Property is not economically feasible, all sums that are awarded or become payable for the condemnation of the Mortgaged Property shall be applied toward payment of the indebtedness secured by this Mortgage, and any amounts remaining after such payment shall be paid to Mortgagor.

8. Use of the Mortgaged Property. Mortgagor shall not use or permit or suffer the Mortgaged Property to be used for any purpose or in any manner contrary to or prohibited by any applicable federal, state, or local law, ordinance, or regulation.

9. Right of Inspection. Mortgagee and its agents or representatives, shall have the right to make or cause to be made, from time to time during normal business hours, upon prior notice to Mortgagor, reasonable entries to the Mortgaged Property and reasonable inspections thereof.

10. Book and Records. Mortgagor shall keep and maintain, or cause to be kept and maintained, complete and accurate books and records of Mortgagor's income and expenses with respect to the Mortgaged Property. Mortgagee, and its agents and representatives, shall have the right to examine such books and records, together with all supporting documents, from time to time, upon reasonable request, in the place where such books and records are customarily kept.

11. Security Agreement and Financing Statement. This Mortgage shall constitute a security agreement and a financing statement under and pursuant to the Oklahoma Uniform Commercial Code (the "UCC"). Any and all parts, components, items or articles of the Mortgaged Property in which a security interest may be granted pursuant to the UCC shall constitute collateral (collectively referred to herein as the "Collateral") under this Mortgage. As further security for payment and performance of the Secured Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in the Collateral, which security interest shall be subject to and subordinate to the security interest of BancFirst and, if applicable, the lender associated with the Murrah Loan. Mortgagor shall, from time to time, execute and deliver to Mortgagee such financing statements, continuation statements and other similar documents as Mortgagee may reasonably request to perfect or continue the perfection of the security interest granted to Mortgagee in the Collateral; provided, however, no failure of Mortgagee to request any financing statement or other similar document shall impair the effectiveness of the security interest granted to Mortgagee in the Collateral. This Mortgage may be filed as and shall constitute a "fixture filing" to the extent the Mortgaged Property, or any part thereof, constitutes fixtures pursuant to the UCC. This Mortgage, or photocopies hereof, may be filed as a financing statement in any and all appropriate public records or indices for the purpose of perfecting or continuing the perfection of Mortgagee's security interest in the Collateral. If Mortgagee elects to file a photocopy of this Mortgage as a financing statement in any public office, it shall not be necessary that Mortgagee obtain an original signature of Mortgagor on such photocopy. Mortgagor hereby appoints Mortgagee as Mortgagor's agent or attorney-in-fact to do or cause to be done, at the option of Mortgagee and at the expense of Mortgagor, all things reasonably necessary to perfect and continue the perfection of Mortgagee's security interest in the Mortgaged Property. All rights and remedies of a secured party under and pursuant to the UCC shall be available to Mortgagee with respect to this Mortgage and Mortgagee's security interest in the Collateral.

12. Assignment of Rents and Leases. This Mortgage shall constitute an assignment of Mortgagor's interest in all rents derived from and all leases pertaining to the Mortgaged Property. As further security for payment and performance of the Secured

Indebtedness, Mortgagor hereby assigns to Mortgagee all rents, issues, profits, income and other revenues and benefits due or to become due from the Mortgaged Property (collectively referred to herein as the "Rents") and all leases, subleases, lease agreements, rental agreements, operating agreements and maintenance agreements now or hereafter in effect, regardless of whether such instruments are of record, pertaining to the use, occupancy, operation or maintenance of the Mortgaged Property, or any part thereof, together with all renewals and extensions thereof, if any (collectively referred to herein as the "Leases"). Mortgagor shall comply with and duly perform all duties and obligations of Mortgagor, as lessor, under all of the Leases. If and as requested by Mortgagee, Mortgagor shall furnish copies of all Leases to Mortgagee. So long as no Event of Default has occurred or is continuing under this Mortgage, Mortgagor may continue to collect and use all Rents derived from the Mortgaged Property. Subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, upon the occurrence of any Event of Default, Mortgagor shall pay over or cause to be paid over to Mortgagee, on demand, all Rents thereafter derived from the Mortgaged Property and shall deliver to Mortgagee, on demand, the originals of all Leases pertaining to the Mortgaged Property. Unless Mortgagee shall hereafter become the owner of the Mortgaged Property and the lessor under the Leases, Mortgagee shall not, by reason of this assignment or otherwise, be obligated to perform or discharge any duty or obligation of Mortgagor or any other party as lessor, under or with respect to the Leases. Mortgagor shall indemnify and hold Mortgagee harmless against all demands, claims and liabilities whatsoever under or with respect to the Leases, including but not limited to demands or claims asserted against Mortgagee based on any alleged undertaking by Mortgagee to perform or discharge any duties of lessor under any of the Leases. If requested by Mortgagee, Mortgagor shall promptly deliver a written notice to all tenants, lessees, and operators of the Mortgaged Property, thereby informing the recipients of such notice that all Rents under the Leases shall be due and payable to Mortgagee upon their receipt of any further notice from Mortgagee of a default by Mortgagor under this Mortgage. If requested by Mortgagee, Mortgagor shall execute and deliver to Mortgagee, as security for the Secured indebtedness, a separate written assignment of all or any of the Leases. The terms of each assignment shall be consistent with the terms of this Mortgage.

13. Sale or Transfer of Mortgaged Property. Except as may be otherwise expressly provided in this Mortgage, Mortgagor shall not sell, assign, convey or transfer the Mortgaged Property, or any part thereof or interest therein, or permit or suffer, either voluntarily or involuntarily, any sale, assignment, conveyance or transfer thereof, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned, or delayed. If the Mortgaged Property, or any part thereof, is so sold, assigned, conveyed, or transferred without the prior written consent of the Mortgagee, such occurrence shall, at the option of the Mortgagee, constitute an Event of Default under this Mortgage, thereby entitling Mortgagee, at the option of Mortgagee, to exercise any one or more of the remedies provided for or referred to in this Mortgage.

14. Further Encumbrances of Mortgaged Property. Except with respect to the BancFirst Loan and the Murrah Loan, Mortgagor shall not mortgage, pledge, grant a security interest in or otherwise encumber the Mortgaged Property, or any part thereof or any interest therein, or permit to suffer, either voluntarily or involuntarily, any mortgage, pledge, security

interest, lien, levy attachment, seizure, or other encumbrance to be imposed or effected, without the prior written consent of Mortgagee. Except for the BancFirst Loan and the Murrah Loan, if the Mortgaged Property, or any part thereof or any interest therein, shall at any time hereafter be mortgaged, pledged or otherwise encumbered, whether voluntarily or involuntarily, without the prior written consent of Mortgagee, such occurrence shall constitute an Event of Default under this Mortgage, thereby entitling Mortgagee, at the option of Mortgagee and subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, to exercise any one or more of the remedies provided for or referred to in the Mortgage; provided, however, Mortgagor may contest, in good faith, any mechanics' or materialmen's lien against the Mortgaged Property, or any part thereof, if Mortgagor causes such lien to be bonded and discharged as a lien against the Mortgaged Property within sixty (60) days after Mortgagor first receives notice of the filing or existence of such lien.

15. Events of Default. Each of the following events or occurrences shall constitute an event of default (referred to herein as "Event of Default") under this Mortgage: (i) if any default or event of default occurs under or pursuant to the Loan Agreement or the Promissory Note; (ii) if the Secured Indebtedness, or any part thereof, is not paid, performed, complied with or satisfied, as the case may be, when such payment, performance, compliance or satisfaction is due, and after expiration of any applicable grace period or any applicable notice and cure period provided for in the Loan Agreement or in the Promissory Note; (iii) if any term, condition, covenant, agreement or warranty to be observed performed, complied with or satisfied by Mortgagor under or pursuant to this Mortgage is not observed, performed, complied with or satisfied when due, and after expiration of any applicable grace period or any applicable notice and cure period; (iv) if any petition in bankruptcy or for reorganization is filed by or against Mortgagor under any bankruptcy or insolvency law; (v) if any application is filed by or against Mortgagor for the appointment of a receiver or trustee to take possession or control of all or any part of the Mortgaged Property, and such petition is not dismissed within ninety (90) days after the date of filing; (vi) if Mortgagor makes any assignment for the benefit of creditors or becomes insolvent or is unable to pay the debts of Mortgagor as such debts mature; (vii) if any form or manner of attachment or execution or other similar legal process is levied or imposed against all or any part of the Mortgaged Property, and such attachment or execution or other legal process is not discharged or dismissed within ninety (90) days after the date of levy, or imposition thereof; or (viii) if any suit or proceeding is instituted to foreclose or otherwise establish and enforce any mortgage, lien or security interest against the Mortgaged Property, or any part thereof or any interest therein, and such proceeding is not vacated, dismissed, discharged or bonded within ninety (90) days after the date of filing.

16. Remedies. Subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, upon the occurrence of any Event of Default under this Mortgage, Mortgagee may, at the option of Mortgagee, exercise any or all of the following rights and remedies in such order as Mortgagee may, in its sole discretion, elect; accelerate the maturity of the Secured Indebtedness and declare the same to be immediately due and payable without prior notice or demand; whereupon, the whole of the Secured Indebtedness shall become and be immediately due and payable. Further, Mortgagee may proceed by one or more suits, either at law or in equity, as appropriate, to foreclose the lien of this Mortgage with respect to all or any part of the Mortgaged Property; to have a receiver appointed with respect

to all or any part of the Mortgaged Property; to enforce any covenant, agreement, condition or warranty of Mortgagor in the Loan Agreement, the Promissory Note or this Mortgage; or to exercise any other legal or equitable right or remedy available to Mortgagee. Further, Mortgagee may have all or any part of the Collateral combined with all or any part of the real property described in this Mortgage and cause such combined property to be sold together as an entirety at any foreclosure sale, or proceed solely or separately against the Collateral, or any part thereof, and have such Collateral sold separately as provided in the UCC, either in one parcel or in such parcels, in such manner and in such order as Mortgagee, in its sole discretion, may elect.

17. Appointment of a Receiver. Subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, upon the occurrence of any Event of Default under this Mortgage, Mortgagee shall be entitled, at the option of Mortgagee, in addition to or in conjunction with the exercise of any other right or remedy by Mortgagee, without regard to the value or adequacy of any security for the Secured Indebtedness, to have a receiver appointed for or with respect to all or any part of the Mortgaged Property.

18. Foreclosure Subject to Leases. Subject to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan, upon the occurrence of any Event of Default under this Mortgage, Mortgagee shall be entitled, at the option of Mortgagee, to foreclose this Mortgage subject to the rights of any tenant or lessee under any Lease pertaining to all or any part of the Mortgaged Property. Mortgagee's election to exclude or omit any tenant or lessee from any foreclosure action shall not be used or asserted by Mortgagor as a defense in such action.

19. Appraisal. Appraisal of the Mortgaged Property is expressly waived by Mortgagor, or not, at the option of the Mortgagee. Such option shall be exercised by Mortgagee at the time judgment is entered by the court in any action or proceeding to foreclose this Mortgage or at any time prior to the entry of judgment in such action or proceeding.

20. Fees and Expenses. If and as often as the Promissory Note and this Mortgage is placed in the hands of an attorney for enforcement or collection, or to protect and preserve the validity or priority of this Mortgage, or to defend any action or proceeding affecting or seeking to affect title to the Mortgaged Property, or any part thereof, Mortgagor shall pay to Mortgagee in connection therewith, including but not limited to: (i) court costs; (ii) attorneys' fees; (iii) costs of abstracting, title examination and title insurance; and (iv) costs of taking, holding, storing, preserving, preparing for sale and selling all or any part of the Mortgaged Property. All such costs and expenses, when incurred, shall become part of the Secured Indebtedness, and shall be secured by this Mortgage.

21. Indulgences, Extensions and Releases. At any time, and from time to time, with or without consideration, and without notice to or consent from any person, and without in any manner affecting the liability of Mortgagor, and without in any manner impairing, disturbing or otherwise affecting any other collateral security then securing all or any part of the Secured Indebtedness, Mortgagee may, at the option of Mortgagee: (i) grant to

Mortgagor any indulgence, forbearance or extension of time with respect to any due date or maturity of all or any part of the Secured Indebtedness; or (ii) exercise or refrain from exercising any right or remedy at any time available to Mortgagee with respect to the Secured Indebtedness or the Mortgaged Property.

22. Strict Performance; Non-Waiver. No failure on the part of Mortgagee to demand or insist on strict performance by Mortgagor with respect to any provision of the Loan Agreement, the Promissory Note, or this Mortgage shall be deemed a waiver by Mortgagee of any payment or performance required from Mortgagor by or pursuant to such provision.

23. Relationship of the Parties. The relationship between Mortgagor and Mortgagee with respect to the Mortgaged Property is, and shall at all times hereafter remain, a relationship of debtor and creditor.

24. Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Oklahoma.

25. Severability. If any sentence, clause, phrase, or provision of this Mortgage shall be held for any reason to be invalid, according to a judgment entered by a court of competent jurisdiction, such invalid sentence, clause, phrase, or provision shall be deemed a separate, distinct, and independent subject of such holding and shall not affect the validity of the remaining provisions hereof, which shall remain in force and effect.

26. Amendment; Waiver. No amendment of this Mortgage shall be effective unless set forth in a writing signed by Mortgagor and Mortgagee. No waiver of any right or remedy hereunder shall be effective unless set forth in a writing signed by the party against whom the enforcement thereof is at any time sought. Further, a waiver by Mortgagee of any right or remedy with respect to any Event of Default under this Mortgage shall not constitute or be deemed a waiver of any right or remedy with respect to any other Event of Default.

27. Binding Effect. The covenants and conditions of this Mortgage shall run with the land, shall be binding on Mortgagor, its successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

28. Time. Time is of the essence in connection with all obligations of Mortgagor under this Mortgage. Mortgagee's acceptance of payment or performance of any sum or obligation secured by this Mortgage after the due date thereof shall not constitute or be deemed a waiver by Mortgagee of any right to require prompt payment or performance of any other sum or obligation or a waiver of any right to declare a default in conjunction with any failures in the payment or performance of any other sum or obligation.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered on the date and year first written above.

"JRB CITIZEN, LLC"

JRB CITIZEN LLC, an Oklahoma limited liability company

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

By: 
S. Bond Payne, Chairman and CEO

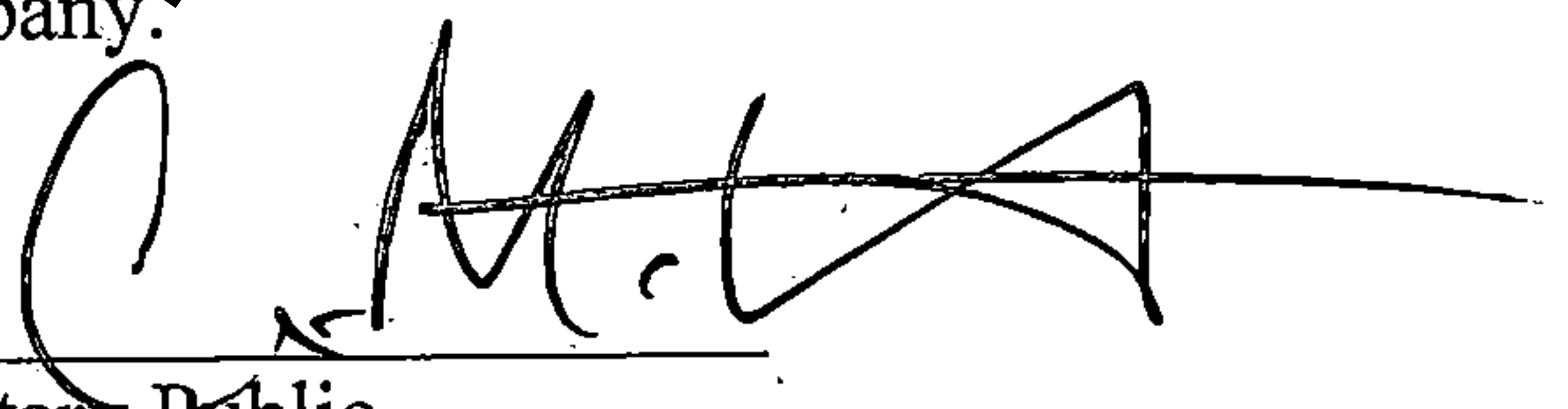
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
OKLAHOMA COUNTY)

The foregoing instrument was acknowledged before me this 9th day of March 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.

My Commission Number: 11000608

My Commission Expires: 1-19-2027 Notary Public





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SIGNATURE PAGE TO
MORTGAGE, SECURITY AGREEMENT
ASSIGNMENT OF LEASES AND RENTS,
AND FINANCING STATEMENT

ACKNOWLEDGED AND APPROVED BY MORTGAGEE with respect to the rights of BancFirst and, if applicable, the lender associated with the Murrah Loan as provided herein and in that certain Subordination Agreement of even date herewith, by and among BANCFIRST, an Oklahoma state banking corporation (referred to therein as the "Lender"), JRB CITIZEN LLC (referred to therein as the "Borrower"), and the OKLAHOMA CITY INDUSTRIAL AND CULTURAL FACILITIES TRUST (referred to therein as the "Subordinating Creditor"). The Trust agrees that it shall execute and deliver such additional documents as are reasonably requested by Mortgagor, BancFirst, and, if applicable, the lender associated with the Murrah Loan to confirm and evidence such subordination.

"TRUST"

Oklahoma City Industrial
and Cultural Facilities Trust

By:

Name: Robert H. Alexander, Jr.

Its: Chair

ATTEST: (seal)

By:

Name:

Title: [Assistant] Secretary

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 14th day of March 2023, by Robert H. Alexander, Jr., as Chair of the Oklahoma City Industrial and Cultural Facilities Trust

My Commission Number:

16000557

My Commission Expires:

1/19/24

Notary Public

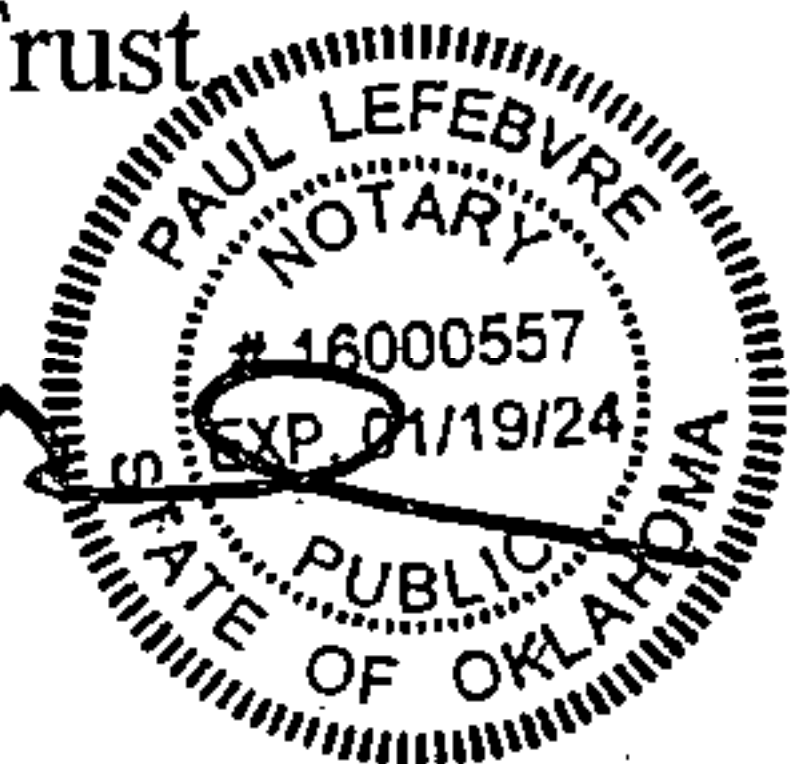


EXHIBIT A

Legal Description of Citizen Tract

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