

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"), made and entered into as of this ___ day of December, 2014, by and among EAST END VILLAGE, LLC (the "Lessor"), having a mailing address of: 7017 Aurelia Drive, Oklahoma City, OK 73121; EAST END VILLAGE MASTER TENANT LLC, an Oklahoma limited liability company (the "Lessee"), having a mailing address of: 1611 S. Utica Ave., #241, Tulsa, Oklahoma 74104; FEDOK-HTC, LLC, an Oklahoma limited liability company, having an address c/o Brian Wishneff & Associates, L.L.C., 30 W. Franklin Rd, Suite 503 ("Investor"); and TULSA DEVELOPMENT AUTHORITY, an Oklahoma public trust ("TDA"), having a mailing address of 1216 N. Lansing Avenue, Suite A, Tulsa, Oklahoma 74106 (the "Lender").

WITNESSETH THAT:

WHEREAS, Lessor and Lessee have entered into a lease agreement dated as of December ___, 2014 (the "Lease"), affecting the real property described in **Exhibit A** attached hereto (the "Real Estate"); and

WHEREAS, TDA has made a loan to Lessor pursuant to the terms and conditions set forth in the Redevelopment Agreement dated June 20, 2012, between Lessor and TDA ("Redevelopment Agreement"), as further evidenced by the \$1,000,000 Promissory Note (together with extensions, renewals, modifications and restructures thereto from time to time, the "TDA Note") of even date therewith, payment of which, together with all other obligations of Lessor to TDA, is secured by, inter alia, the Second Mortgage of even date therewith recorded July 18, 2014, in the Office as Document # 2014062800 ("Mortgage") affecting the Real Estate and improvements thereto; (the Redevelopment Agreement, TDA Note and Mortgage may be referred to hereafter collectively as the "Loan Documents"); and

WHEREAS, pursuant to the Operating Agreement of Lessee, Investor has acquired a 99% interest in Lessee and has made or will make a substantial investment therein; and

WHEREAS, Investor has required that Lenders provide certain assurances as to the non-disturbance of Lessee's rights under the Lease, and Lenders have required Investor to subordinate any interest under or relating to the Lease.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises herein, the parties hereto agree as follows:

1. **SUBORDINATION.** The Lease is hereby made subject, junior and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage so that all rights of Lessee under the Lease shall be subject, junior and subordinate to the rights of the Lender under the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage as fully as if such instrument had been executed, delivered and recorded prior to the execution of the Lease or possession of all or part of the Real Estate by the Lessee, or its predecessors in interest.

2. LENDERS' RIGHT TO RECOGNIZE THE LESSEE'S RIGHTS UNDER THE LEASE. Following the date which is five (5) years after Placement in Service (as such term is defined in the Lease), and subject to the other provisions of this Agreement, if the interests of Lessor shall be transferred to and owned by Lender, its nominee or assignee or any purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, the Lender, its nominee or assignee or such purchaser, as applicable, shall have the option either to: (i) terminate the Lease, or (ii) elect to recognize the Lessee's rights under the Lease. In the event that the Lender, its nominee or assignee or such purchaser elects to terminate the Lease, Lessee shall give up possession and all of its right, title and interest in and to the Real Estate under the Lease shall be fully terminated. In the event Lender, its nominee or assignee or such purchaser elects to recognize the Lease and provided Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Real Estate and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender, its nominee or assignee, or such purchaser, as applicable, and Lessee's occupancy of the Real Estate shall not be disturbed by Lender, its nominee or assignee, or such purchaser, as applicable, for any reason whatsoever during the remaining term of the Lease or any extensions or renewals thereof.

3. ATTORNMENMENT.

A. If the interests of Lessor shall be transferred to and owned by Lender, its nominee or assignee, or purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, and Lender, or its nominee or assignee, has not exercised any right to terminate the Lease under Paragraph 2 above, Lessee agrees that Lessee shall be bound to Lender, its nominee, assignee, or such purchaser, as applicable, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender, its nominee, assignee, or such purchaser, as applicable, were the landlord under the Lease, and Lessee does hereby attorn to Lender, or its nominee, assignee or purchaser, as the case may be, as its landlord, said attornment to be effective and self-operative immediately upon Lender, or its nominee, assignee or purchaser, as the case may be, succeeding to the interest of the Lessor under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Lessee shall be under no obligation to pay rent to Lender, or its nominee, assignee or purchaser, as the case may be, until Lessee receives written notice from Lender, or its nominee, assignee or purchaser, as the case may be, that such party has succeeded to the interest of the Lessor under the Lease, except has may be required under Section 5 below. The respective rights and obligations of Lessee and Lender, or its nominee, assignee or purchaser, as the case may be, upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in the Agreement by reference with the same force and effect as if set forth at length herein. Lessor and Lessee agree that no amendments or modifications shall be made to the Lease without the prior written consent of Lender in each instance, and to the extent any amendment or

modification is made to the Lease without the prior written consent of Lender, such amendment(s) and modification(s) shall be void.

B. Lessee waives any and all rights to terminate the Lease by reason of the foreclosure of the Mortgage. If any court holds the Lease to be terminated by reason of such a foreclosure and if the Lender, or its nominee, assignee or any purchaser at foreclosure of the Mortgage has not exercised any right to terminate the Lease under Paragraph 2 above, this Agreement shall be deemed to be a new lease between the Lender, its nominee, assignee or any purchaser at such foreclosure, as landlord, and Lessee, as tenant, for the balance of the term of the Lease at the same rental therein provided and upon the same terms and conditions as therein provided. Also, in such event and at the written request of the Lender, its nominee, assignee or such purchaser at foreclosure, Lessee shall execute and deliver a new lease for the balance of the term of the Lease at the same rental therein provided and upon the same terms and conditions as therein provided. Notwithstanding anything to the contrary herein, if the foreclosure of the Mortgage (or any exercise of a power of sale under the Mortgage) would or could cause any recapture of the Rehabilitation Tax Credits (as defined in the Lease) as described in Sections 47 and 50 of the Internal Revenue Code of 1986, as amended, allocated to Lessee under the Lease, and Lessee provides written notice to Lender of such recapture, then upon any action by Lender, or on behalf of Lender, to foreclose the Mortgage (including any action to exercise a power of sale under the Mortgage), (a) the Mortgage shall, without the execution of any further instruments on the part of any of the parties hereto, be subject, junior and subordinate to the Lease (giving effect to any modifications to the terms of the Lease effected pursuant to this Agreement) and to all amendments and modifications thereof consented to by Lender as if the Mortgage had been executed, delivered and recorded following the execution of the Lease and possession of all or part of the Real Estate by the Lessee, or its predecessors in interest, and (b) if required by Lessee, Lender shall cause confirmation of the subordination of the lien of the Mortgage to the Lease to be recorded prior to any foreclosure of or exercise of a power of sale under the Mortgage.

4. LENDER NOT BOUND BY CERTAIN ACTS OF LESSOR. If Lender, or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof (a "Lender Party") shall succeed to the interest of Lessor under the Lease, such party shall not be liable for any act or omission of any prior landlord (including Lessor); nor subject to any offsets or defenses which Lessee might have against any prior landlord (including Lessor), including without limitation all rights of offset pursuant to Section 9.7 of the Lease, which shall be of no force and effect from and after the date a Lender Party succeeds to the interest of Lessor under the Lease; nor bound by any rent or additional rent which Lessee might have paid for more than the then current installment; nor bound by any amendment or modification of the Lease made without its prior written consent; nor obligated to comply with any obligations of Lessor under the Lease regarding the completion of construction of the improvements to be constructed on the Real Estate, including the provisions of Section 2 of the Lease; nor bound by the obligations of the Lessor under Sections 22(b), (c), and (f) of the Lease. In the event of a default by Lessor under the Lease Lessor will give Lender notice of such defaults or occurrence at the address of Lender as set forth above and will give Lender such time as, in Lender's opinion, is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Lessee agrees that notwithstanding any provision of the Lease to the contrary, Lessee will not be entitled to cancel the Lease, or to abate or offset against the rent,

or to exercise any other right or remedy until Lender has been given written notice of default and opportunity to cure such default as provided herein. If, in Lender's opinion, Lessor's default is not curable by Lender, Lender may at its option assume all of Lessor's right, title and interest in the Lease and all of Lessor's obligations and covenants under the Lease, and thereafter Lessee shall attorn to Lender or Lender's nominee, assignee or purchaser as the Lessor under the Lease, and if the Lender so elects, Lessee shall not have the right to terminate the Lease as a result of Lessor's default. Notwithstanding the foregoing, Lender hereby agrees that in the event that the interests of Lessor shall be transferred to and owned by Lender, its nominee or assignee or any purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, after Placement in Service of the Real Estate, if a final certification (Part 3 Approval) of completed work from the Secretary of the United States Department of Interior has not been received with respect to the Real Estate, the Lender, its nominee or assignee or such purchaser, as applicable, shall reasonably cooperate with Lessee and Investor to do all things necessary to ensure that the Real Estate will receive a final certification (Part 3 Approval) of completed work from the Secretary of the United States Department of Interior stating that the rehabilitation is consistent with the historic character of the Real Estate. Any such actions taken by the Lessee (or any of its members) shall be at the sole cost of the Lessee (or the member taking such action) and Lessee shall reimburse Lender for any reasonable costs, expenses and fees incurred by Lender in connection with such actions. The Lender, its nominee or assignee or such purchaser, as applicable, shall cooperate with the Lessee (or any its members) as necessary to obtain the Part 3.

5. LEASE PAYMENTS. If in the future there is a default by the Lessor in the performance and observance of the terms of the Mortgage or any other Loan Documents, the Lender may require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Lessor hereby authorizes and directs Lessee and the Lessee agrees to pay any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of the Lessor under the Lease or impose any such obligations on the Lender prior to any foreclosure sale of proceeding or transfer in lieu thereof. Any payments by Lessee to Lender in accordance with this Agreement shall be deemed and shall constitute a payment of rental under the Lease.

6. SURVIVAL OF LEASE. Notwithstanding anything contained herein to the contrary, with respect to the Lease and the leasehold interest created thereby, Lender hereby agrees that if Lender or any of Lender's successors, assigns, or nominees, or any purchaser shall take title to the Real Estate by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, the Lease and Lessee's rights and enjoyment of possession of the Real Estate shall be and remain undisturbed and unaffected by any foreclosure or other proceedings involving the Lender's interests in the Real Estate to the extent necessary to prevent any recapture of the Rehabilitation Tax Credits (as defined in the Lease) as described in Sections 47 and 50 of the Internal Revenue Code of 1986, as amended, allocated to Lessee under the Lease, regardless of whether or not there is any past, current or future default in the performance by Lessee of any terms, covenants or conditions of the Lease, provided, that, (i) following any default of any nature by Lessee under the Lease, which default continues beyond any applicable notice and cure period or (ii) if Lessee does not pay rent equal to the applicable amount set forth in Section 3.1(a) and (b) of the Lease, then upon the written request of Lender, Lessee shall comply with the following provisions within ten (10) business days of the written

request of Lessor and shall continue to comply with such provisions throughout the term of the Lease:

(i) A property manager selected by Lender or the Lender Parties holding title to the Real Estate (“Replacement Property Manager”) shall be engaged to manage the Real Estate pursuant to a management agreement (“Replacement Management Agreement”) approved by Lender or the applicable Lender Parties. Pursuant to the Replacement Management Agreement, Lender or the applicable Lender Parties shall have the right to direct the Replacement Property Manager and administer the Replacement Management Agreement and the Replacement Property Manager shall be delegated full authority to lease, operate and manage the Real Estate. Lessee shall irrevocably direct all subtenants of the Real Estate to remit rent and other payments directly to the Replacement Property Manager.

(ii) Lessee shall direct the Replacement Property Manager, or prior to the engagement of the Replacement Property Manager, the existing property manager to pay to Lender as rent under the Lease, on a monthly basis on the 1st day of each calendar month, all “Net Operating Cash Flow” for the prior month, such monthly payments to continue throughout the term of the Lease or any earlier termination of the Lease permitted under this Agreement. The term “Net Operating Cash Flow” shall mean (a) all cash received from operations of the Real Estate and Lessee, including the proceeds of business interruption or loss of rents insurance and casualty insurance in excess of the amounts expended or to be expended to repair or replace the property which suffered the casualty, but excluding capital contributions to Lessee, less (b) cash expended, reserved, or required for operating debts and expenses of the Real Estate (other than rent and other amounts payable under the Master Lease) set forth in an operating budget for the Real Estate approved in writing by Lender in its sole discretion and any reserves to be held by the Replacement Property Manager for such applicable expenses as taxes and insurance premiums, capital expenditures and replacements (excluding expenses funded from capital contributions), to the extent approved in writing by Lender in its sole discretion. Lender agrees that any such budget and reserves shall be established in good faith to meet the requirements of the landlord under any leases or subleases of the Real Estate and that the Replacement Property Manager shall be obligated under the Replacement Property Management Agreement to use commercially reasonable efforts to satisfy the requirements of the landlord under any leases or subleases of the Real Estate. Lessee hereby authorizes and directs the Replacement Property Manager to make on its behalf the payments required under this Section.

7. RESTRICTION ON SALE OF REAL ESTATE. Lender agrees that, prior to the date which is five years after Placement in Service (as such term is defined in the Lease), and subject to the other provisions of this Agreement, neither the Real Estate nor any improvements thereon can be sold or otherwise transferred by Lender or by any of Lender’s successors, assigns, nominees or any purchaser of the Real Estate to a governmental or tax-exempt entity or to any other entity, the transfer to which would cause the recapture of the Rehabilitation Tax Credits as set forth in Section 6 above. The foregoing shall constitute the sole restriction on transfer (and any other restrictions on transfer or encumbrance of the Real Estate set forth in the Lease shall be of no force and effect) following the date of the acquisition of the Lessor’s interest in the Lease by a Lender Party.

8. OPTION TO PURCHASE LOAN. Lender agrees that at or prior to the time that it initiates legal proceedings to foreclose the Mortgage or commences a sale pursuant to any power of sale granted in the Mortgage, Lender shall first offer Lessee, in writing, the right to purchase the Note, Mortgage and all other Loan Documents (the "Loan Purchase Offer"). The purchase price ("Purchase Price") shall be equal to the then outstanding balance of the Note, including accrued and unpaid interest, plus the amount of all other monetary obligations then due and payable under the Note, Mortgage and other Loan Documents. The written Loan Purchase Offer sent to Lessee shall set forth the calculation of the Purchase Price as of the date of such Loan Purchase Offer. Lessee shall have ten (10) business days following receipt of Lender's Loan Purchase Offer in which to accept, in writing, the offer to purchase the Note, Mortgage and other Loan Documents. If Lessee accepts the Loan Purchase Offer within such period, Lessee shall purchase the Note, Mortgage and all other Loan Documents on the date which is ten (10) business days following such acceptance (the "Loan Purchase Date"). If Lessee fails to accept the Loan Purchase Offer in writing within the required time period, Lessee shall be deemed to have rejected the Loan Purchase Offer.

On the Loan Purchase Date, (i) Lender shall assign to Lessee the Note, Mortgage, and all other Loan Documents, such assignment (the "Assignment") to be in writing, in recordable form, and made without recourse, representation or warranty other than as to the amount of the then outstanding balance of the Note, including accrued and unpaid interest, and the amount of all other monetary obligations then due and payable under the Note, Mortgage, and other Loan Documents, (ii) Lender shall deliver the original Note, Mortgage and other Loan Documents to Lessee, and (iii) as a condition to the execution and delivery of the Assignment and the delivery of the original Note, Mortgage and other Loan Documents to Lessee, Lessee shall pay to Lender, in good funds by wire transfer, the Purchase Price. If, Lessee rejects the Loan Purchase Offer or fails to close on the Loan Purchase Date, and Lender does not proceed with any power of sale or other foreclosure remedy within ten (10) days, or abandons and does not pursue it to completion, Lender shall again be obligated to make a Loan Purchase Offer to Lessee prior to again commencing to exercise any power of sale or other foreclosure remedy.

9. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.

10. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Oklahoma.

11. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first above written.

Lessor: EAST END VILLAGE, LLC, an Oklahoma limited liability company

By: East End Village Managing Member LLC, an Oklahoma limited liability company, its Manager

By: _____
Name: Mark N. Larson
Its: Sole Member

STATE OF OKLAHOMA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on December ____, 2014 by Mark N. Larson, as the Sole Member of East End Village Managing Member LLC, an Oklahoma limited liability company, the Manager of East End Village, LLC, an Oklahoma limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first above written.

Lessee: EAST END VILLAGE MASTER TENANT LLC,
an Oklahoma limited liability company

By: EAST END VILLAGE MANAGING
MEMBER LLC, an Oklahoma limited
liability company, its Manager

By: _____
Name: Mark N. Larson
Title: Sole Member

STATE OF OKLAHOMA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on December ____, 2014 by Mark N. Larson, as the Sole Member of East End Village Managing Member LLC, an Oklahoma limited liability company, the Manager of East End Village, LLC, an Oklahoma limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first above written.

Lender:

TULSA DEVELOPMENT AUTHORITY, an
Oklahoma public trust

By: _____

Name: _____

Its: _____

STATE OF OKLAHOMA)

) ss.

COUNTY OF _____)

On this ____ day of December in the year 2014, before me personally appeared , as _____ of the TULSA DEVELOPMENT AUTHORITY, an Oklahoma public trust, known to me to be the person who executed this Agreement on behalf of said public trust and acknowledged to me that s/he executed the same for the purposes therein stated.

Witness my hand and notarial seal this ____ day of December, 2014.

Notary Public

My Commission Expires:

EXHIBIT A

Description of Property

Lots One (1), Two (2), Three (3), the North 50 feet of Lot (5), and All of Lot Six (6), Block One Hundred Forty (140), ORIGINAL TOWN, now CITY OF TULSA, Tulsa County, State of Oklahoma, according to the plat thereof.

Commonly known as: 401, 405, S. Elgin Street, and 408 S. Frankfort Street, Tulsa, Oklahoma.